

PROTECTIVE COVENANTS

Point Sans Arc

CHEYENNE LAND DEVELOPMENT CORPORATION, a corporation, owners of Point Sans Arc, a real estate development in Sarpy County, Nebraska, comprising Lots 1 to 14, inclusive, as surveyed, platted and recorded and legally described as:

The East 1/2 of the SW 1/4 along with the West 1/2 of the SE 1/4 and the east 50 feet of the SE 1/4 of the NW 1/4 all in Section 22, Township 14 North, Range 10, East of the 6th P.M., Sarpy County, Nebraska.

does hereby state, declare and publish that all of the property in said Point Sans Arc shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1. The Buyer of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and tended in such a way that their appearance is not objectionable to the surrounding property and owners. Should Buyer fail to maintain the premises, Developer, so long as Developer retains an interest in this development, shall have the right to enter upon the premises for the purpose of cutting and destroying weeds and undergrowth; provided that any cost for said destruction or cutting of weeds shall be assessed to the owner and shall become a lien upon the said property until paid; and provided further that notice of the charge for weed cutting or destruction shall be forwarded to the lot owner by Cheyenne Land Development Corporation within three months after the charges incurred.

2. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected in this development shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

3. No noxious or offensive or annoying activities shall be conducted upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. No automobile or vehicular storage of any nature or description shall be allowed on any of the lots and no automobile repair of commercial, semi-commercial or repair of more than two vehicles at one time shall be allowed on any lot within the development, it being the intention of Developer Cheyenne Land Development Corporation that the premises shall not be littered with or encumbered by dismantled or disrepaired vehicles. Storage, use, repair, take off or landing of airplanes, aircraft, helicopters or other airborne equipment is strictly forbidden and no pad, hanger, runway or allied equipment shall be constructed upon any of the lots within the development.

4. No fences, walls, trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as may interfere with the use and maintenance

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of any street or walk or the unobstructed view of street intersection sufficient for the safety of pedestrians and vehicles.

5. No purchaser, owner or occupant of any of the said lots shall make or cause to be made any curb cuts in any street without written approval of the Developer, nor allow more than two entrances to any one lot from any direction or to or from any other lot, ingress and egress being restricted to two openings on any frontage side or back line.

6. No building or structure shall be erected, placed or altered on any building plot in this addition until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing as to general plan and external design and as to location and use of the building or structure with respect to property and setback lines by Cheyenne Land Development Corporation or its legally appointed agents, successors, heirs or assigns. In any event, no structure for human habitation on the premises shall be constructed with less than 1,400 feet of floor space. Written approval or disapproval mailed to the last known address of the applicant for approval as shown on the submitted plan shall operate to release such building plot from the provisions of this paragraph. Should the Developer or his agent fail to approve or disapprove such plans, design and location within thirty (30) days from date after such plans have been submitted to him or in any event if no suit to enjoin the erection of such building or structure or the making of such alteration has been commenced prior to the completion thereof, then such approval will not be required and this covenant shall be deemed to have been complied with.

7. It is agreed and understood that none of the lots in the said Point Sans Arc have service by any sanitary or storm sewer and that the owner will erect a suitable septic tank system for effective disposal of sewage from any occupied buildings and will keep the same in good repair free from odor or nuisance to any other owner or adjoining property owner.

8. These covenants shall run with the land and be binding upon all persons affected for a period of twenty-five (25) years from date thereof. At the expiration of such period they shall be automatically extended for successive periods of ten years unless they are changed in whole or part by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law, except that the initial period of twenty-five years plus all extensions shall not exceed ninety-nine (99) years.

9. It is agreed and understood that the roads generally and originally known as 234th Street, Sans Arc Drive, and Cheyenne Circle Road as well as the portion of 234th Street leading to the premises from the county road shall be maintained by Cheyenne Land Development Corporation and that the road maintenance shall include but not be limited to rocking, grading, resurfacing, blacktopping, curbing and paving, at the sole discretion of Cheyenne Land Development Corporation and that a proration of all maintenance costs shall be determined by Cheyenne Land Development Corporation

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on the basis of the square footage of the lots as the said square footage of each lot bears to the whole of the development and a prorated charge made to the lot owner on that basis and that charge will be a lien against the premises until paid; provided, that notice of the charge for any of the said maintenance shall be given within three months after the charge is incurred to the lot owner and be immediately payable thereafter. It is further agreed and understood that no paving or blacktopping shall be completed on 234th Street, Sans Arc Drive and Cheyenne Circle Road until fifty percent (50%) of the lots have been sold and the entire cost therefor paid by the prospective owners but the decision as to whether paving shall be completed and at what point after the fifty percent (50%) of the lots are purchased shall be reserved in Cheyenne Land Development Corporation. Such paving shall be a prorated charge to each lot as above described for maintenance.

10. The owners of lots agree to insure that any animals on the premises shall be properly fenced and that the activity of said animals shall be checked by proper restrictions so as to prevent grazing on adjoining lots. No commercial kennels or commercial horse boarding or other commercial activity relative to animals shall be allowed on the premises whatsoever of any lot. Keeping, boarding or care of large animals shall be only after written approval has been obtained from Cheyenne Land Development Corporation and in any event no more than five horses shall be permitted to be permitted to be boarded, kept or used on any one lot. All other four-legged animals shall be strictly forbidden except by written authorization of Cheyenne Land Development Corporation.

11. The Developer has granted a perpetual license to the Omaha Public Power District and the Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain repair and renew cables, conduits, and poles with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and to extend thereon wires for the carrying and transmission of electrical current for light, heat and power, and for all telephone and telegraph and message service over, upon or under a five foot strip of land adjoining the common side boundary lines of all lots and a ten foot strip of land adjoining the rear and side boundary lines of all lots abutting the perimeter of the development (these easements apply only for the use and benefit of all present and future owners of lots in said development; provided, however, that said condition that if both said utility companies fail to construct poles, wires or conduits along any of said side lot lines within sixty months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within sixty days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent building, trees, retaining walls or loose rock walls shall be placed in the said easementways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

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A further perpetual license is granted to Cheyenne Land Development Corporation of ten feet along the frontage of each lots numbered 1 through 14, inclusively, and five feet on each side lot line and rear lot line in addition to the utilities easement above described, so that an easement of ten feet on each boundary lot line is reserved, front, sides, and back (including the utility easement) for common area travel by horses, snowmobiles, or other conveyances; provided, that no fence shall be erected upon any of said easement ground by any owner. The common area shall be usable by all members or owners within Point Sans Arc.

The perpetual license for the ten feet along the frontage, side and rear of each lot shall be usable and for the use only of lot owners within the development or upon obtaining written permission by Cheyenne Land Development Corporation for use by others on each separate occasion.

12. It is agreed and understood that no partial sale of lots nor division of lots shall be allowable or permissible except upon the written approval of Cheyenne Land Development Corporation; provided, that upon one hundred percent (100%) sale of all lots numbered 1 through 14 to others than Cheyenne Land Development Corporation, this covenant shall cease and be void.

All sanitary sewer septic tank systems and fresh water wells shall be constructed only after written approval of the plan has been submitted to Cheyenne Land Development Corporation with approval being presumed as in Paragraph 7 above.

13. All of the lots subject to these covenants numbered 1 through 14 inclusively, are and will be acquired, conveyed, devised, inherited, sold or otherwise transferred and occupied subject to each and all of the above and foregoing and within contained conditions.

14. No commercial activity of any kind or description shall be conducted upon the lots within and covered by these covenants without the specific written approval of Cheyenne Land Development Corporation.

15. The conditions and terms of these protective covenants are and will be subject to the following provisions for extension, modification, or termination: Cheyenne Land Development Corporation will have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any lot of any covenant or easement granted to it; and Cheyenne Land Development Corporation will have the right in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, at any time or from time to time to extend, modify, or terminate all or any part or parts of this protective covenant other than the easements granted to other grantees.

16. The protective covenants herein contained have been set forth to run with and encumber the land by duly authorized resolution of Cheyenne Land Development Corporation made at a duly authorized called and held meeting of the corporation's officers, directors and stockholders on the 31st day of July, 1976.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. Each of the provisions hereof is several and separable, and invalidation of any such covenant by judgment or court order shall not affect any other of the provisions thereof which shall remain in force and effect.

19. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs and assigns, and to their grantees, both immediate and remote and their heirs, devisees, personal representatives, successors, assigns, and grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots of said property.

20. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.

IN WITNESS WHEREOF, we have executed this instrument at Omaha, Douglas County, Nebraska, this 31st day of July, 1976.

CHEYENNE LAND DEVELOPMENT CORPORATION

By [Signature]  
President

ATTEST:

[Signature]  
Secretary

