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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

24016 Miac H

THIS DECLARATION, made on the date hereinafter set forth by the property owners hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property legally described as:

Lots 1 through 29 inclusive, Southern Meadows, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

NOW, THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all the parties having any right, title or interest thereof, and upon their heirs, successors and assigns, and shall inure to be benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple to any lot or part of a lot on which one residence, attached or unattached, is, or may be erected, as approved by the City of Omaha.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereinafter be brought within the scope of this Declaration by the developer or its assigns or successors.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any record subdivision map of the Properties, or a portion of a legally platted plot upon which one residence attached or unattached is or may be erected. The Properties within this Declaration were zoned prior to filing of this Declaration to allow single dwellings and duplexes as follows: Lot 1-10 and 26-29 zoned for duplexes. Lots 11-25 zoned for single dwellings. However, duplex zoned lots may be used for single dwelling lots.

Section 4. "Declarant" shall mean and refer to the undersigned property owners, their successors, assigns and legal representatives. Declarant shall also mean and refer to the developer of the Properties.

ARTICLE II

ARCHITECTURAL CONTROL

After the construction of the original structure on each lot, no building, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing, the nature, kind, shape, light materials, and locations of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the developer. Such right of approval by the developer shall remain until developer will have sold all the Properties. Thereafter property owners shall be limited by (a) other provisions of this Declaration and (b) City zoning and building ordinances.

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ARTICLE III

GENERAL RESTRICTIONS

Section 1. Each house in Southern Meadows shall comply with the following restrictions:

- a. If the garage is attached to the house (true ranch), said house shall have a ground floor area of not less than 1100 square feet.
- b. If the garage is built under the house (raised ranch or split entry), said house shall have ground floor area of not less than 1200 square feet.
- c. If house is a split-level-type with a garage attached, said house shall have a combined floor area of all living space, excluding finished area in basement, of not less than 1100 square feet.
- d. If house is a tri-level type with garage built under the house, said house shall have a combined floor area, excluding any finished basement area, of 1600 square feet.
- e. If the house is a one and one-half or two story house with attached garage, the first floor shall contain not less than 800 square feet and the first floor and second floor combined shall contain not less than 1600 square feet.
- f. No one and one-half or two story house shall have a garage built under the house.
- g. The above areas shall be exclusive of porches and garages. No house shall be more than two stories in height.

Section 2. All houses must have at least two car garage and all carports are forbidden.

Section 3. No fence shall be built in the front yard ahead of the front line of the house and garage.

Section 4. All exposed portions of the foundation at the front of the house shall be faced with either brick or stone.

Section 5. Awnings-Antennas. No awnings, sun screens of any type, antenna or any other electronic antenna shall be affixed to any building or structure within the properties or installed anywhere on the property without the written consent of the developer, any satellite dishes may be installed in rear yard only. After the developer sold all properties an owner desiring awnings, etc. shall need to secure a written consent from the majority (3) of the (5) closet adjoining Properties, measured by distance from front door to adjoining Properties front door. If within 30 days of written request no decision was made, the request shall be deemed as approved. No clothes line or clothes hangers shall be permitted outside of any dwelling at any time except one umbrella-type clothesline per lot.

Section 6. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the Properties other than household pets which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 7. Noxious Activity. No noxious or offensive activity shall be carried on the Properties nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any vacant building site, nor shall anything ever be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Billboards Prohibited. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent. This prohibition does not apply to the developer.

Section 9. Outbuildings Prohibited. No outbuildings or other attached or unattached structures appurtenant to a residence may be erected on any of the building sites hereby restricted without prior written approval by the developer.

Section 10. Temporary Structure. No trailer, tent, shack, garage, barn or other outbuilding, whether temporary or permanent in nature, shall be constructed or used at anytime as a residence.

Section 11. Garbage Cans. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view except that on the day of garbage pick-up, garbage may be placed by street and cans must be removed from view on same day.

Section 12. Automobile Repair Prohibited. No automobile or vehicle repair will be permitted outside of garages on any Lot at anytime. No automobile in a state of disrepair shall be kept on the premises of any Lot for a period in excess of (3) days. All garage doors must remain closed at all times except when cars are entering or exiting from the garage.

Section 13. Trailer, Camper, Etc., Storage Restricted. No trailer, camper, or similar portable unit of this nature may be stored in front or on the sides of any residence.

ARTICLE IV

EASEMENTS AND LICENSES

A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to Omaha Public Power District, their successors and assigns, to erect, operate, maintain, repair and renew cables, conduits, and other instrumentalities, and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service on, over, through, under and across a strip of land abutting all front and side boundary lot lines. Said licenses being granted for the use and benefit of all present and future owner of said Lots. No permanent buildings shall be placed in perpetual and other purposes that do not then or later interfere with the aforesaid and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. The exact description of the easement and license location is shown in the Plot and Dedication of Southern Meadows.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Arbitration. In the event of any dispute arising, between two lot Owners, pertaining any provisions of this Declaration of Covenants, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator and the decision shall be done by a majority of all arbitrators.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of Twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of Ten (10) years. This Declaration may be amended during the first Twenty (20) year period by an instrument signed by not less than Fifteen (15) Lot Owners. However, Declarant may annex additional land adjacent to the Properties without the consent of Lot Owners within Six (6) years of the date of this instrument.

Natan Schwalb

Natan Schwalb, Trustee

Richard C. Landon

Richard C. Landon

Michael D. Black

Michael D. Black

Anthony Prismantas

Anthony Prismantas

Sandra K. Landon

Sandra K. Landon

Audrey L. Black

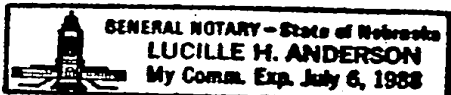
Audrey L. Black

Valerie Prismantas

Valerie Prismantas

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me as the voluntary act and deed of Natan Schwalb, Richard and Sandra Landon, Michael and Audrey Black, Valerie and Anthony Prismantas, Declarants, this 15 day of December 1986.



Lucille H. Anderson

Notary Public