

PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

52-647

TO WHOM IT MAY CONCERN:

DATED: 30, 1979
FILED:
RECORDED: Misc. Bk , Pg

The undersigned, PACESETTER HOMES, INC., a Nebraska corporation, owner of the following real estate:

Lots 5 through 10 inclusive, lots 13 through 23 inclusive, lots 26 through 190 inclusive, lots 291 through 346 inclusive, lots 352 through 357 inclusive, all in Millard Highlands South II, and lots 370 through 496 inclusive, in Millard Highlands South II Replat, both subdivisons in Sarpy County, Nebraska

does hereby state, publish and declare that all of said lots are and shall be owned and held under and subject to the covenants, conditions and restrictions set forth below.

1. The covenants, conditions and restrictions are to run with the land and shall be binding upon all owners, present and future, until January 1, 2009. PROVIDED, however, until January 1, 2009, these covenants may be modified or changed, in whole or in part, upon the written approval of the owner(s) of sixty percent (60%) or more of the lots subject to them. After January 1, 2009, these covenants shall be automatically extended for successive periods of ten (10) years each unless modified or changed, in whole or in part, by written approval of the owners of fifty one percent (51%) or more of the lots subject to them.

2. If the owner of any lot shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot to bring legal proceedings against such person violating or attempting to violate such covenants, to prevent him or them from so doing and/or to recover damages or other compensation due for such violation; but this instrument shall not be construed as placing any liability or obligation for its enforcement upon the undersigned. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

3. All lots shall be used for residential, recreational, church school, or park purposes. PROVIDED, however, model homes constructed by the undersigned developer, its agents and assigns, for the purpose of displaying and selling homes, and for office purposes, will not in any way be a violation of these covenants.

said license being granted for the use and benefit of all present and future owners of lots in said addition; PROVIDED, however, that said side lot line easements granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within thirty-six (36) months of date hereof, or if any pole or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence which shall meet the following specifications: A 1/2-inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building. No permanent building, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

7. Portland concrete public sidewalks four (4) feet wide by four (4) inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the mainstructure and before occupancy or use thereof. In lieu of the installation of said sidewalk, because of weather, an escrow deposited with mortgagee or undersigned, or any other other qualified escrow agent, will be considered acceptable.

8. Dwellings shall be restricted to the following finished living square-foot areas, exclusive of garages, breezeways and porches:

- a) Eight Hundred (800) square feet on the ground floor of a one-story home;
- b) Eight Hundred (800) square feet throughout the home for a bi-level, tri-level, split-level, split-entry, 1-1/2 story or higher;
- c) The minimum setbacks for a residential structure shall be front yard, twenty (20) feet, and side yard, five (5) feet. Notwithstanding said requirements, the side and front yard limitations shall automatically be amended and changed in the event Sarpy County (or whatever governmental authority has jurisdiction) or any of its regulatory boards, shall determine and permit a lesser area or distance.

9. Motor vehicles of every type parked anywhere in the subdivision out in the open must be in operating condition; otherwise, said cars at the request or action of any landowner may be towed away at the

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the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor, except only "For Sale" signs not exceeding four (4) square feet in area will be permitted. The above restrictions as to signs does not apply to those erected by the undersigned developer, its agents and assigns, all in connection with the sale of property in the subdivision.

13. No animals, livestock, or poultry of any kind shall be raised bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose.

DATED this 30th day of July, 1979

PACESETTER HOMES, INC.

Attest:

Audrey J. Haurin
Secretary

By: *Ralph J. Heavrin*
Ralph J. Heavrin, President

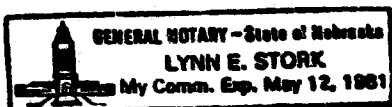
STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this 30 day of July, 1979, before me, the undersigned a Notary Public in and for said County, personally came RALPH J. HEAVRIN, President of Pacesetter Homes, Inc., a corporation, to me known to be the President and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the seal or said corporation was thereto affixed by its authority.

WITNESS my hand and seal the day and year last above written.



Lynn E. Stork
Notary Public

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FILED SARP COUNTY, NEB 575.50
BOOK 57 OF Misc Rec.

PAGE 437

Amendment to

Protective Covenants, Restrictions & Easements 1984 JUN 27 PM 3:03

LOTS 5 THROUGH 10 INCLUSIVE, LOTS 23 THROUGH 23 INCLUSIVE, LOTS 26 THROUGH 190 INCLUSIVE, LOTS 291 THROUGH 346 INCLUSIVE, LOTS 352 THROUGH 357 INCLUSIVE, ALL IN MILLARD HIGHLANDS SOUTH II, AND LOTS 370 THROUGH 496 INCLUSIVE, IN MILLARD HIGHLANDS SOUTH II REPLAT, BOTH SUBDIVISIONS IN SARP COUNTY, NEBRASKA. *Paul L. Hibbs*
REGISTER OF DEEDS

This Amendent is made this 26th day of June, 1984 by Pacesetter Homes, Inc., a Nebraska Corporation, which does certify as follows:

I. That the undersigned, Pacesetter Homes, Inc., is the owner of more than sixty (60%) of the above-described lots (hereinafter referred to as "the property"), as required by Section 1 of the Protective Covenants, Restrictions and Easements for said property.

II. That the property was limited in its use pursuant to the Protective Covenant, Restrictions and Easements dated the 30th day of July, 1979, and recorded at Miscellaneous Book 52, Page 647, in the Office of the Register of Deeds of Sarpy County, Nebraska.

III. Said covenants are hereby amended so as to include the following provisions:

A. General Scheme of Development. As a part of the general scheme of development, provision has been made, and the property has been planned, so as to provide adequate access to sunlight and prevent the shading of solar collecting surfaces for the purpose of collection, use and storage of solar energy for domestic hot water heating, space heating, space cooling, and such other uses as may develop in the future.

B. Definitions. As used herein, the following terms shall be defined as follows:

1. SOLAR ENVELOPE. A Solar Envelope is three-dimensional and defines the maximum allowable space which may be

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located on the south wall and roof of homes on designated solar lots will be shaded on December 21 between the hours of 9:30 AM and 3:00 PM Mean Solar Time.

3. SOLAR LOTS. Those lots within the property for which provisions for solar access have been made.

4. NON-SOLAR LOTS. Those lots within the property for which solar development is not practicable for reasons of placement, topography, or proximity to lots located outside the property. Non-solar lots are, however, restricted by Solar Envelopes.

5. FRONT SETBACK. The minimum horizontal distance between the street line and the front line of the building, as determined by county zoning regulations.

6. SOLAR SETBACK. The maximum horizontal distance from the front curblin to the south building line (south-facing facade) of the residence as shown in the Solar Envelope illustrations attached hereto and incorporated herein.

C. Solar Lots. The following lots have been designated as solar lots:

8, 9, 10, 13, 14, 15, 16, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 38, 42, 43, 47, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 108, 109, 110, 111, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 291, 299, 310, 311, 312, 313, 314, 315, 316, 317, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 353, 354, 370, 371, 372, 373, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 456, 457, 460, 462, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496.

Non-solar Lots. The following lots have been designated as non-solar lots:

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1. No house, garage, fence, wall, sign, billboard, antenna, pole, or any other structure, or tree, bush, or any other vegetation, or any other object shall be constructed, altered, built, erected, installed, planted, or otherwise maintained or undertaken on any lot (whether designated solar or non-solar) within the property so as to exceed the maximum allowable space designated in the Solar Envelope designed for each lot (which Solar Envelope illustrations are attached hereto and incorporated herein) so as to provide solar access to designated solar lots within the property. Only necessary utility poles are specifically exempted from this provision.

2. No south facade of any residence shall be located so as to exceed the solar setback designated for the lot (as indicated on the Solar Envelope illustrations attached hereto and incorporated herein).

E. Limitation of Liability. While the property has been planned to provide adequate solar access for designated solar lots within the property, this instrument shall not be construed as a guarantee of adequate solar access for any particular lot or as placing any liability or obligation upon the undersigned to provide adequate access to solar energy. Lot owners are hereby cautioned that the burden for assuring adequate solar access for a particular type of solar energy system for a particular lot rests on the owner of that lot to insure that building design and configuration, solar energy system design and placement, vegetation, and all other applicable variables insure adequate solar access.

F. Enforcement. If the owners of any lot or their heirs, successors or assigns shall violate or attempt to violate any of the provisions of the Amendment herein, it shall be lawful for any owner of any lot to bring any legal proceeding against such person violating or attempting to violate such provisions either to prevent him or them from so doing or to recover damages or other compensation due for such violation; but this instrument shall not be construed as placing any liability or obligation for its enforcement upon the undersigned. Invalidation of any one of the provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IV. All other provisions of the Protective Covenants, Restrictions and Easements dated the 30th day of July, 1979, shall remain in full force and effect.

Attest:

Secretary

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this 26th day of June, 1984, before me, the undersigned, a Notary Public in and for said County, personally came RALPH J. HEAVRIN, President of Pacesetter Homes, Inc., a corporation, to me known to be the President of said corporation and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the seal of said corporation was thereto affixed by its authority.

WITNESS my hand and seal the day and year last above written.

Karin Cannon
Notary Public

