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PROTECTIVE COVENANTS

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Dated: AUGUST 27, 1990

TO WHOM IT MAY CONCERN:

REGISTER OF DEEDS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate:

Lots 1 - 11, inclusive, Sarpy Heights II, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

The undersigned, being the owners of all the above lots in Sarpy Heights II, a Subdivision in Sarpy County, Nebraska, and desirous of placing proper restrictions on said lots in said subdivision and, therefore, the following restrictions are hereby placed upon all Sarpy Heights II, a Subdivision, for a period of twenty-five (25) years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions and restrictions:

1. All lots with residential zoning within said subdivision shall be used for residential purposes and there can be constructed thereon only one, single family dwelling, together with a private garage for not less than two (2) cars, and one other outbuilding. Outbuildings must contain not more than 2000 square feet of ground floor area and be not more than one story in height, for not more than one animal for the first acre of land and one additional animal for every two additional acres. A private dog kennel will be for not more than three (3) dogs. All accessory buildings shall have a useful purpose and if used for the shelter of animals shall not exceed the necessary size for such shelter and the design for such accessory buildings shall be harmonious and compatible with both the subdivision and with the main structure. No accessory building shall exceed the ground floor coverage of the principal dwelling.

2. Any subdivision of any lot shall leave no tract of land of less than 40,000 square feet and any subdivision line shall thereafter be considered a lot line for purposes of these covenants.

3. The minimum set back line for the dwelling excluding steps and open porches shall be as follows:

- a. Front 50 feet
- b. Sides 25 feet
- c. Rear 50 feet

4. The garage, if detached, and other outbuilding shall be located so that they are not closer than fifteen (15) feet to the rear and side property lines and so that they do not project forward of the rear side of the dwelling.

5. Any fences constructed within said subdivision shall be no more than six feet high to the rear of the dwelling on such lot and no more than four (4) feet high to the front of the dwelling on each lot.

6. If a one-floor dwelling is constructed, it must have a finished living area of not less than 1800 square feet and a ground floor area of not less than 2000 square feet which may include the area of the garage, if attached. If a multi-level dwelling is constructed it must have a finished living area of not less than 2000 square feet which may include the area of the garage, if attached.

7. An easement is hereby reserved across and upon or under a five (5) feet strip of land adjoining the rear and side boundary lines of each lot in the subdivision for utilities installation and maintenance, PROVIDED that if construction of utilities is not commenced on easement reserved herein along the said lot lines within thirty-six (36) months from the date of the covenants, then said side line easement shall automatically terminate and become void as to such unused or abandoned easementways. All the utilities must be installed underground.

8. All exposed foundation or basement walls shall be of brick or stone.

9. No noxious or offensive trades shall be carried on upon this property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All lots shall be kept free of trash and debris and weeds shall be kept cut to a height of no more than twelve inches above the ground.

10. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

11. Dwellings constructed in another subdivision or location shall not be moved to any lot in this subdivision.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and except that horse(s) may be kept as stipulated in No. 1 above.

13. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles, or parts thereof, shall be stored on any lot in the subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material. No fuel tanks on the outside of the house shall be exposed to view.

14. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and the storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than thirty (30) days.

15. These covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by all of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. If the present or future owners of any of said lots or their grantees, heirs or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for Sanitary and Improvement District No. 34 of Sarpy County, Nebraska and/or for any other person or persons owning any part of said real estate (including said Sanitary and Improvement District) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them

from so doing or to recover damages or other dues for such violation.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

COMMUTER DEVELOPMENT AND
INVESTMENTS, INC.

By Bernard J. Ortmeier
Its President

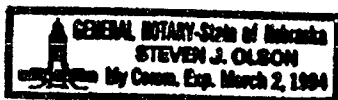
Attest:

Its Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

Before me, a Notary Public duly commissioned and qualified in and for said county, personally came the above named Bernard J. Ortmeier, the President, of Commuter Development and Investments, Inc. who is personally known to me to be the identical person whose name is affixed to the above instrument as President, of said corporation, and has acknowledged the instrument to be his voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on this 27th day of AUGUST, 1990.



[Signature]
NOTARY PUBLIC