

"THE PLANTATION"

PROTECTIVE COVENANTS

The undersigned, a Nebraska Corporation, being the owner of the following described real estate, hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of, all or any part of the following described real estate:

Lots One (1) through Twenty-eight (28), The Plantation, a subdivision platted and recorded in Douglas County, Nebraska

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 any other person or persons owning any part of said real estate 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.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. These covenants may not be modified, altered or waived without the written approval of the owners of at least 75% of the lots in the said subdivision.

A. Said lots shall be used only for single family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned or its assigns for recreational, public, church, educational or charitable use. All accessory buildings shall be of wood construction and shall conform to the overall architectural design of the main house and be harmonious and compatible with the subdivision.

B. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. The owner of each lot shall be responsible for the upkeep and maintenance of said lot prior to and after building completion. Should the owner of the lot not keep the area clear of debris and mowed prior to building completion,

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D. No trailer, basement, tent, shack, garage, barn or other out building erected on said real estate 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 and before any building shall be occupied as a residence, the entire building must be substantially completed and the exterior must be fully completed. Prior to the erection of any outbuildings on any lot, the residence must already have been started and upon the commencement of construction in any event, the residence must be completed within nine (9) months thereafter.

E. Prior to any construction or grading on residential lots, the owner must first submit construction plans for all buildings to be erected to the undersigned or its assigns and secure its written approval thereof. Plans shall include a site plan showing the location where each building is to be erected. Said plans shall include at least four (4) exterior elevations, exterior material, floor plan, foundation plan, plot plan, and landscape plan. In the event owner contemplates construction of a fence, such plans shall include the type of material to be used and the location thereof. Plans will not be returned to the owner. Within thirty (30) days of receipt of said plans, the undersigned shall either notify the owner in writing of its approval of plans or disapproval with reasons therefore, but if undersigned shall fail to send either notice within the thirty (30) day period, then such plans shall be deemed approved.

F. The minimum dwelling size for Lots two (2) through twenty-eight (28) in the Plantation are as follows:

1. For a ranch style (one level) or split entry home, the ground floor (or main level) shall contain not less than 1500 square feet of finished living area.
2. For a split-level, tri-level, or multilevel home, the top 3 levels shall contain a total of not less than 2,000 square feet of finished living area.
3. For a 1½ story or 2 story home, the ground floor (first floor) shall contain not less than 1100 square feet of finished living area and the total finished living area for 1st and 2nd floor shall contain not less than 2,000 square feet. The garage for 1½ story or 2 story homes shall be attached only.

The computation of living area shall be exclusive of porches, breezeways and garages.

G. No chain link, wire, barbed wire, snow fence, or stockade fence of any type shall be permitted in front of the front building line of any residence; however, decorative fencing not over 4' high, such as split-rail type fencing shall be permitted to the front lot line.

H. Not less than 10 ornamental or digitus shade trees must be planted on each lot in front of the front building line of any residence within 1 year after excavation for footings and thereafter maintained in good growing condition and replaced as necessary.

No garden or field crops shall be grown on any portion of a lot between the house and the front lot line, which portion of each lot must be planted in grass and maintained as lawn only.

I. Recreation type vehicles, trailers, campers, boats, trucks, tractors, equipment or machinery must be parked or stored behind the rear building line of any residence.

J. Any and all livestock maintained on premises shall be kept in accordance with the requirements of zoning of the City of Omaha and shall be kept only to the rear of the residence. All structures used for the housing or maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean and orderly manner by the owner of said lot.

No pasturing of livestock shall be permitted on any portion of any lot between the front lot line and the front building line of the residence.

The maintenance of bovine of any type shall not be permitted in the Plantation. Poultry, cats or dogs may be kept provided that they are not raised, bred or maintained for any commercial purpose.

K. No building shall be located on any lot nearer than seventy (70) feet to the front lot line or more than 120 feet away from the front lot line. No residence shall be located nearer than twenty-five (25) feet to a side lot line; however, accessory buildings may be located sixteen (16) feet from side or rear lot lines.

L. No lot shall be reduced from its original size until the City of

is subdivided shall ever have a frontage of less than 175 feet.

M. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and 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 electric current for light, heat and power and for all telephone and telegraph and message service over, under, and upon a five (5) foot strip of land adjoining the side boundary lines of said lots in said Subdivision, a sixteen (16) foot strip of land adjoining the rear boundary lines and a ten (10) foot strip adjoining the front; said license being granted for the use and benefit of all present and future owners of lots in said Subdivision; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement-ways.

N. Public notice is given hereby that the roads in The Plantation are privately owned and will be privately maintained. Property owners in said subdivision shall share the cost of such maintenance as may be necessary by participation in a Homeowners Association established for that purpose. Such maintenance costs shall be paid by property owners in this manner until dedication of roadways are accepted by Douglas County for public use.

A perpetual license and easement is hereby reserved in favor of and granted to all property owners in The Plantation, their successors and assigns, over the entirety of Outlot A and Outlot B for ingress and egress to all the lots within said subdivision. Said outlots are designated on the subdivision plat as private roads.

O. The following prohibitions shall be observed on all lots:

1. No dwelling constructed on another Addition or location shall be moved to any lot within this Subdivision.

- 4. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage.
- 5. No signs or billboards of any type or nature whatsoever shall be placed on or constructed or erected on any lot or portion thereof without the prior written approval of the undersigned.
- 6. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any land in the subdivision unless approved by the undersigned.

GENERAL PROVISIONS:

1. These covenants are to run with the land and shall be binding on all parties and all 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 periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. For a period of five (5) years from the date of the recording of this agreement, no building shall be erected, constructed, altered, placed or permitted to remain on any lot in said subdivision herein described until the plans and specifications have been approved in writing by W & D Land Corporation or assigns.

3. Enforcement shall be 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.

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

Dated this 20 day of JANUARY, 1977.

Stanley J. Widman President
W & D LAND CORPORATION

STATE OF NEBRASKA
COUNTY OF DOUGLAS

SS.

STANLEY J. WIDMAN, PRESIDENT
W & D LAND CORPORATION

On this 20 da. of January, 1977, before me a Notary Public duly commissioned and qualified in said County, personally came STANLEY J. WIDMAN, PRESIDENT OF W & D LAND CORPORATION, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

written. Witness hand and notarial seal the day and year last above



Gary E. Hayne
NOTARY PUBLIC