

PROTECTIVE COVENANTS

These Protective 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 until the year 2000, unless renewed for a further period by a majority vote of 75% of the owners of record:

Lots 1-81, inclusive, LeBeau West, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

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 Protective Covenants, it shall be lawful for the other person or persons owning any part of said real estate or any person(s) owning any lot in LeBeau Westa subdivision in Douglas County, Nebraska, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation. Nothing contained in this instrument shall in any way be construed as imposing any liability or obligation for its enforcement upon the undersigned.

Invalidation of any of these Protective Covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

1. Said lots shall be used only for single-family purposes or for public park, school, church or nonprofit recreational uses.

2. No structures shall be erected, altered, placed or permitted to remain on any residential building plot as hereinafter defined other than one single-family dwelling, a private attached garage, and attached breezeways, or a structure used for the purposes in Paragraph 1, above.

3. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No fences shall be erected in front of the main residential structure and all weeds and grass shall be cut down to a maximum height of 12 inches above ground level. All lots shall be kept free of all types of trash and debris. No animals of any kind except household pets may be kept on any lot, provided they are not kept, bred, or maintained for any commercial purpose and are confined to the owner's lot or by leash to the owner's person.

4. 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. No structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans.

5. Each single-family dwelling shall provide an enclosed garage for at least one car, either attached or built-in or base-

