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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

The Declarant, URBAN LAND INVESTMENTS, INC., is the owner of the following described real property:

Lots 1, 2, 3, 4, 8, 9, 10, and 13 through 23 inclusive, (dwelling lots), and Lots 1A, 2A, 3A, 4A, 8A, 9A, 10A, and 13A through 23A inclusive, (common areas), in Woodhaven Meadows, a subdivision in Douglas County, Nebraska.

PART A. RESTRICTIONS.

A-1. No lot shall be used except for residential purposes. No building shall be created, altered, placed, or permitted to remain on any lot other than one attached single-family dwelling, not to exceed two stories in height. Each dwelling shall have a garage for not less than one automobile, except that all dwellings on Lots 1, 4, 8, 10, 13, 15, 16, 17, 18, 21, 22, and 23, shall have a garage for not less than two automobiles.

A-2. No lot or group of lots shall be altered or created different than presently exists or as originally replatted per Plat Map dated in 1980 and recorded on August 21, 1980.

A-3. Each dwelling shall be erected in exact conformance to the Planned Unit Development Plan approved by the Omaha Planning Board and City Council on May 14, 1980.

A-4. No boat, camping trailer, auto drawn trailer, motor home, towing truck, pickups, over-the-road trucks, semi or non-semi trucks, non-operable, nor unlicensed vehicles of any type, utility vans such as those used by plumbers, electricians, HV/AC technicians, etc., lawn mowers, snow blowers, heavy machinery or equipment, vehicle undergoing repair, or aircraft shall be stored outside the garage or in any manner left exposed on any lot, driveway or street at any time.

A-5. Trash must be kept inside trash receptacles with tight lids inside the dwelling or garage and shall be placed outside on pick up days only, and in no case left outside over night. After trash pick up has occurred, the empty receptacles shall be removed the same day of pick up. No exterior fencing is permitted, except as shown in the aforementioned approved master plan of May 14, 1980, for patio privacy fences and as described and required in Paragraph A-12 (1) hereafter. No incinerator or trash burner shall be permitted on any lot nor in any dwelling.

A-6. All curb cuts must be made with clean-cutting cement saws in such a manner that the curb will be left smooth. No fuel tank or antenna or TV dish shall be permitted to remain outside of any dwelling. No exterior alterations or changes in exterior paint color or roofing colors may be changed without express written approval by DECLARANT.

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A-7. All lots shall be included in the Woodhaven Meadows Homes Association and be subject to all rules, regulations, assessments and charges as determined by the Association Board of Directors. The Woodhaven Meadows Homes Association By-Laws have not been recorded nor implemented yet, but may be recorded at any time as determined by the DECLARANT at its sole discretion.

A-8. Once construction of a dwelling has been commenced, outside finish work shall be substantially completed in six (6) months, but in no case shall the entire dwelling (inside and out) remain uncompleted beyond twelve (12) months. No dwelling constructed in another location shall be permitted to be moved onto any lot within this Addition. No animals, livestock, poultry, pets, including dogs or cats, may be kept on any lot or in any dwelling.

A-9. No children under the age of sixteen (16) shall be permitted to reside in any dwelling herein.

A-10. No sign, billboard or other structure for advertising or the display of any advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot including "For Sale" or "For Rent" signs unless express written approval is granted by the undersigned DECLARANT.

A-11. Exposed portions of the foundation or masonry chimneys of each dwelling are to be covered with brick or stone. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, tree house, flag pole, or any other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any lot, nor shall any grading, excavation or tree removal be commenced until the construction plans and specifications, a site grading plan and plot plan showing the location of the structure or improvement have been approved in writing by DECLARANT or any person, firm corporation, partnership, or entity designated in writing by the DECLARANT, and DECLARANT reserves the right to deny permission to proceed which it determines will not conform to the master plan as previously described.

A-12. Landscaping and fencing shall be installed on the South thirty (30) feet of Lots 10, 10A, 13, 13A through 23 and 23A, inclusively as follows:

1. On a line four (4) feet North of and parallel to the South line of the aforementioned lots a five (5) foot high chain link fence shall be installed.

2. On a line ten (10) feet North of and parallel to the South line of the aforementioned lots, a row of three (3) foot high cranberry bushes on four (4) foot centers shall be installed.

3. Two (2) rows, twenty (20) to thirty (30) feet North of and parallel to the South line of the aforementioned lots, install four (4) foot high austrian pine trees spaced ten (10) to twelve (12) feet apart.

A-13. All lots to have underground automatically controlled sprinkler water systems for all exterior landscaping.

PART B. EASEMENTS.

B-1. Common Areas (Lots 1A, 2A, 3A, 4A, 8A, 9A, 10A, and 13A through 23A inclusive) shall mean and refer to permanent easement rights owned by the Associatio or owners for the common use, benefit and enjoyment of the owners over, along, across, and through the lots described herein.

PART C. GENERAL PROVISIONS.

C-1. The covenants and restrictions of this Declaration shall run with the land and be binding for a term of twenty-five (25) years from the date this Declaration is recorded, but shall thereafter be automatically extended for successive periods of ten (10) years, unless an instrument canceling them has been signed and recorded by the owners of not less than ninety percent (90%) of the lots covered by this Declaration. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner it shall determine in its full and absolute discretion for a period of twenty-five (25) years from date hereof. Thereafter, this Declaration may be amended by an instrument signed and recorded by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

C-2. The invalidation of any one 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.

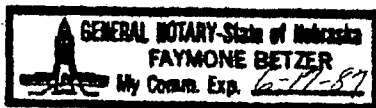
C-3. "DECLARANT" shall mean and refer to the URBAN LAND INVESTMENTS, INC., a Nebraska corporation, its successors and assigns.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 26th day of JUNE, 1985.

DECLARANT:
URBAN LAND INVESTMENTS, INC.,
a Nebraska Corporation
BY: [Signature]
E. M. Gollehon, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26 day of June, 1985, by E. M. Gollehon, President of Urban Land Investments, Inc., a Nebraska Corporation.



[Signature]
Notary Public