

PROTECTIVE COVENANTS

The undersigned, Normandy Hills, Inc., being the owner of the property described herein, in order to establish a uniform plan for the development thereof, and for the use and benefit of future owners thereof, does hereby declare the following covenants, easements and restrictions on the following described property, to-wit:

Lots Six (6) through Thirteen (13) inclusive, and Lots Nineteen (19) through One Hundred Seventy-Six (176) inclusive, in Normandy Hills, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

1. Said lots shall be used only for single family residential dwelling purposes, and for accessory structures incident thereto, except that any portion or portions of said real estate may be used for church, school, park, recreational, library, museum or other public or nonprofit purposes. No lot used for single family dwelling purposes shall contain more than one detached single family dwelling.

2. 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. 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 they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of the owner. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris. Vacant lots shall be mowed at such time or times as may be necessary to keep weeds and other worthless vegetation under twelve (12) inches in height. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the undersigned.

3. No Trailer, basement, tent, shack, garage, barn or other outbuilding 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 house or residence dwelling built elsewhere shall be moved onto any of said lots.

No fences shall be erected unless and until written approval therefor is obtained from the undersigned, and no fences shall be permitted in the required front yard.

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PAGE 593 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY NEB.

Rec # 021556

No building material shall be placed on any lot until construction is started on the main residential structure intended for such lot.

All garbage or trash cans or accumulations of trash or garbage outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

4. Automobiles and other self-propelled vehicles parked out of doors within the premises above described or upon the streets thereof must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request or act of any land owner of the premises above described. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored indoors so as to not be visible from surrounding lots or streets. The dedicated street right of way located between the pavement and the lot line of any residentially zoned lot shall not be used for the parking of any vehicle, boat, camper or trailer.

All incinerators or trash burners shall be inside a building and shall not be exposed to view from outside such building.

5. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of lot unless the resulting parcel shall contain at least as much area as the smallest of the lots used in assembling the resulting parcel.

6. A perpetual license and easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, and all public utilities companies now or hereafter operating within the premises, their successors and assigns, as provided in the recorded plat of Normandy Hills.

7. Portland cement concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of Sarpy County.

All driveways constructed on any of said lots shall be constructed of concrete, asphaltic concrete, brick or stone.

8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage, in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such a house must enclose an inside ground area of not less than 1300 square feet. No such dwellings shall exceed two stories in height.

(b) Each single family dwelling residence shall provide covered space for at least two cars. Only attached or basement garages shall be permitted, except that basement garages shall not be permitted in two-story or one and one-half story houses.

(c) All buildings, except as otherwise provided herein for accessory buildings, shall be located at least 35 feet from the front lot line; at least 6 feet from side lot lines; and at least 25 feet from the rear lot line. On corner lots either street side may be designated by the owner as the front and either non-street side as the rear for purposes of determining compliance herewith, but buildings must be at least 17-1/2 feet from the other street side lot line. Detached accessory buildings, and garages, shall be located at least 60 feet from the front lot line and 2 feet from the side and rear lot lines, except on corner lots they shall be located at least 35 feet from the street side lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building.

(d) Notwithstanding the provisions of this Paragraph 8, the restrictive provisions for side-yards, rear yards, and front yards shall automatically be amended as to any lot for which any municipal board, commission, council or other authority having jurisdiction thereof shall, by resolution determine and permit a lesser area or distance.

9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be faced with brick or stone, or such other covering as may be approved by the undersigned, and all concrete brick must be painted. At least 25% of the front of each residence must be faced with brick or stone.

10. The front side and rear yards of all lots shall be sodded, and a pin oak tree not less than one inch in diameter shall be planted in the front yard of each residence when constructed, to be located 20 feet back from the curb.

11. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan, and lot grading plan have first been submitted to and have received the written approval of the undersigned as to exterior design, use of exterior materials, lot grading, and placement of structures on the lot. All structures shall be erected and placed and lots graded in accordance with the plans and specifications which have received written approval of the undersigned. The restrictions of this paragraph 11 shall terminate on June 30, 1977.

12. In no event shall construction of any dwelling continue for more than one year after commencement of excavation for the foundation thereof.

13. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed except for minor finish details.

14. No advertising signs or posters of any kind shall be erected or placed on any of said lots, except that residential "For Sale" signs, not exceeding 2 feet by 2 feet in size, shall be permitted and, provided further, that such restriction as to signs shall not apply to signs erected by the undersigned or its agents in the development of Normandy Hills.

These covenants are to run with the land and shall be binding upon all present or future owners of all or any part of the lots herein mentioned, and persons claiming under them, for a period of 25 years from the date these covenants are recorded. Violation or threatened or attempted violation of any of these covenants by the present or future owners or users of any of said real estate shall give to and vest in any other owner or owners of any part of said real estate a cause of action and the right to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent and restrain such violation or threatened or attempted violation, and to recover damages therefore, and to seek and recover such other relief and remedies as law or equity allows.

16. Invalidation of any one or more of these covenants, by final order of any court of competent jurisdiction shall not affect the validity and enforceability of the other covenants herein contained.

AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, NORMANDY HILLS, INC., being the owner of all of the following described property, to-wit:

Lots Six (6) through Thirteen (13) inclusive, and Lots Nineteen (19) through One Hundred Seventy-Six (176) inclusive, in Normandy Hills, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded,

does hereby amend the Protective Covenants filed with respect to said property on October 20, 1972, and recorded in Book 45 of Miscellaneous Records at Page 593 in the office of the Register of Deeds of Sarpy County, Nebraska, as follows:

1. Paragraph 8(c) is hereby deleted, and the following is substituted therefor:

"8(c). All buildings, except as otherwise provided herein for accessory buildings, shall be located at least 35 feet from the front lot line; at least 6 feet from side lot lines; and at least 25 feet from the rear lot line; except that the set back from the front lot line may be reduced to not less than 25 feet upon written permission from the undersigned, Normandy Hills, Inc., which permission shall be at the sole discretion of the undersigned. On corner lots either street side may be designated by the owner as the front and either non-street side as the rear for purposes of determining compliance herewith, but buildings must be at least 17-1/2 feet from the other street side lot line. Detached accessory buildings, and garages, shall be located at least 60 feet from the front lot line and 2 feet from the side and rear lot lines, except on corner lots they shall be located at least 35 feet from the street side lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building."

2. Paragraph 9 is hereby deleted, and the following is substituted therefor:

"9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be faced with brick or stone, or such other covering as may be approved by the undersigned, and all concrete brick must be painted."

Except as so amended, the original Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, NORMANDY HILLS, INC., has caused these presents to be executed this 26 day of March, 1973.

NORMANDY HILLS, INC.

By Thomas A. [Signature]
President



FILED FOR RECORD 3-30-73 AT 8:00 A.M. IN BOOK 46 OF Misc Recs. 47 50
PAGE 156 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY NEB.

SECOND AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, NORMANDY HILLS, INC., being the owner of all of the following described property, to-wit:

Lots Six (6) through Thirteen (13) inclusive, and Lots Nineteen (19) through One Hundred Seventy-Six (176) inclusive, in Normandy Hills, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded,

does hereby amend the Protective Covenants filed with respect to said property on October 20, 1972, and recorded in Book 45 of Miscellaneous Records at Page 593 in the office of the Register of Deeds of Sarpy County, Nebraska, and as amended by Amendment to Protective Covenants filed March 30, 1973, and recorded in Book 46 at Page 156, as follows:

1. Paragraph 8(a) is hereby deleted, and the following is substituted therefor:

"8(a). Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1,100 square feet on the ground floor for a one-story house; 1,000 square feet on the ground floor for a one and one-half story house; 1,800 square feet above basement level for a two-story house; 1,100 square feet for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such house must enclose an inside ground area of not less than 1,100 square feet. No such dwellings shall exceed two stories in height."

2. Paragraph 9 is hereby deleted, and the following is substituted therefor:

"9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be faced with brick, wood or stone, or such other coverings as may be approved by the undersigned, and all concrete brick must be painted."

3. Paragraph 10 is hereby deleted, and the following is substituted therefor:

"10. The front side and rear yards of all lots shall be sodded, and a tree not less than one inch in diameter shall be planted in the front yard of each residence when constructed, to be located 20 feet back from the curb."

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PAGE: 293 Carl L. Hildebrand REGISTER OF DEEDS, SARPY COUNTY NEB 47.50

Sec # 7170 ✓

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REGISTER OF DEEDS

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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this _____ day of _____, 1997, between DONALD M. VERVAECKE and MARLEE L. VERVAECKE, husband and wife, ("Grantors") and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS:

That Grantors, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, including but not limited to hydrants, valve boxes, and manhole covers, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in Normandy Hills, a subdivision, as platted and recorded in Sarpy County, Nebraska, and being described as follows:

The Southerly forty (40.00) feet of the Easterly five (5.00) feet of Lot 135; a five (5.00) foot strip of land, immediately adjacent to the circular portion of Marseille Avenue in Lots 173, 174, 175, and 176.

This permanent easement contains 0.030 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Easement and Right-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantors and their successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except pavement and shall not permit anyone else to do so.
2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.
3. Nothing herein shall be construed to waive any right of Grantors or duty and power of Grantees respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.
4. The Grantors are lawful possessors of this real estate; have good right and lawful authority to make such conveyance; and Grantors and their

RETURN TO: T. Sweet
MUD Law Dept
1723 Arney St
Omaha, NE
402-491-1910

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