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BOOK 799 PAGE 183

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

24016 Mide H

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by the property owners hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property legally described as:

Lots 1 through 29 inclusive, Southern Meadows, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

NOW, THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all the parties having any right, title or interest thereof, and upon their heirs, successors and assigns, and shall inure to be benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple to any lot or part of a lot on which one residence, attached or unattached, is, or may be erected, as approved by the City of Omaha.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereinafter be brought within the scope of this Declaration by the developer or its assigns or successors.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any record subdivision map of the Properties, or a portion of a legally platted plot upon which one residence attached or unattached is or may be erected. The Properties within this Declaration were zoned prior to filing of this Declaration to allow single dwellings and duplexes as follows: Lot 1-10 and 26-29 zoned for duplexes. Lots 11-25 zoned for single dwellings. However, duplex zoned lots may be used for single dwelling lots.

Section 4. "Declarant" shall mean and refer to the undersigned property owners, their successors, assigns and legal representatives. Declarant shall also mean and refer to the developer of the Properties.

ARTICLE II

ARCHITECTURAL CONTROL

After the construction of the original structure on each lot, no building, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing, the nature, kind, shape, light materials, and locations of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the developer. Such right of approval by the developer shall remain until developer will have sold all the Properties. Thereafter property owners shall be limited by (a) other provisions of this Declaration and (b) City zoning and building ordinances.

799 N C/O FEE 34.50
PG 183-186 90/59 DEL V.C. M.C.
OF Mide COMP F/B 46-36626

GENERAL RESTRICTIONS

Section 1. Each house in Southern Meadows shall comply with the following restrictions:

- a. If the garage is attached to the house (true ranch), said house shall have a ground floor area of not less than 1100 square feet.
- b. If the garage is built under the house (raised ranch or split entry), said house shall have ground floor area of not less than 1200 square feet.
- c. If house is a split-level-type with a garage attached, said house shall have a combined floor area of all living space, excluding finished area in basement, of not less than 1100 square feet.
- d. If house is a tri-level type with garage built under the house, said house shall have a combined floor area, excluding any finished basement area, of 1600 square feet.
- e. If the house is a one and one-half or two story house with attached garage, the first floor shall contain not less than 800 square feet and the first floor and second floor combined shall contain not less than 1600 square feet.
- f. No one and one-half or two story house shall have a garage built under the house.
- g. The above areas shall be exclusive of porches and garages. No house shall be more than two stories in height.

Section 2. All houses must have at least two car garage and all carports are forbidden.

Section 3. No fence shall be built in the front yard ahead of the front line of the house and garage.

Section 4. All exposed portions of the foundation at the front of the house shall be faced with either brick or stone.

Section 5. Awnings-Antennas. No awnings, sun screens of any type, antenna or any other electronic antenna shall be affixed to any building or structure within the properties or installed anywhere on the property without the written consent of the developer, any satellite dishes may be installed in rear yard only. After the developer sold all properties an owner desiring awnings, etc. shall need to secure a written consent from the majority (3) of the (5) closet adjoining Properties, measured by distance from front door to adjoining Properties front door. If within 30 days of written request no decision was made, the request shall be deemed as approved. No clothes line or clothes hangers shall be permitted outside of any dwelling at any time except one umbrella-type clothesline per lot.

Section 6. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the Properties other than household pets which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 7. Noxious Activity. No noxious or offensive activity shall be carried on the Properties nor shall any trash, ashes or other refuse be thrown, placed, or dumped upon any vacant building site, nor shall anything ever be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Billboards Prohibited. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate for-sale or for-rent signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent. This prohibition does not apply to the developer.

Section 9. Outbuildings Prohibited. No outbuildings or other attached or unattached structures appurtenant to a residence may be erected on any of the building sites hereby restricted without prior written approval by the developer.

Section 10. Temporary Structure. No trailer, tent, shack, garage, barn or other outbuilding, whether temporary or permanent in nature, shall be constructed or used at anytime as a residence.

Section 11. Garbage Cans. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view except that on the day of garbage pick-up, garbage may be placed by street and cans must be removed from view on same day.

Section 12. Automobile Repair Prohibited. No automobile or vehicle repair will be permitted outside of garages on any Lot at anytime. No automobile in a state of disrepair shall be kept on the premises of any Lot for a period in excess of (3) days. All garage doors must remain closed at all times except when cars are entering or exiting from the garage.

Section 13. Trailer, Camper, Etc., Storage Restricted. No trailer, camper, or similar portable unit of this nature may be stored in front or on the sides of any residence.

ARTICLE IV

EASEMENTS AND LICENSES

A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to Omaha Public Power District, their successors and assigns, to erect, operate, maintain, repair and renew cables, conduits, and other instrumentalities, and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service on, over, through, under and across a strip of land abutting all front and side boundary lot lines. Said licenses being granted for the use and benefit of all present and future owner of said Lots. No permanent buildings shall be placed in perpetual and other purposes that do not then or later interfere with the aforesaid and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. The exact description of the easement and license location is shown in the Plot and Dedication of Southern Meadows.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Arbitration. In the event of any dispute arising, between two lot Owners, pertaining any provisions of this Declaration of Covenants, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator and the decision shall be done by a majority of all arbitrators.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of Twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of Ten (10) years. This Declaration may be amended during the first Twenty (20) year period by an instrument signed by not less than Fifteen (15) Lot Owners. However, Declarant may annex additional land adjacent to the Properties without the consent of Lot Owners within Six (6) years of the date of this instrument.

Natan Schwalb
Natan Schwalb, Trustee

Richard C. Landon
Richard C. Landon

Michael D. Black
Michael D. Black

Anthony Prismantas
Anthony Prismantas

Sandra K. Landon
Sandra K. Landon

Audrey L. Black
Audrey L. Black

Valerie Prismantas
Valerie Prismantas

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me as the voluntary act and deed of Natan Schwalb, Richard and Sandra Landon, Michael and Audrey Black, Valerie and Anthony Prismantas, Declarants, this 15 day of December 1986.



Lucille H. Anderson
Notary Public

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REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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CONDITIONS AND RESTRICTIONS

2016 MARCH

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ARTICLE II

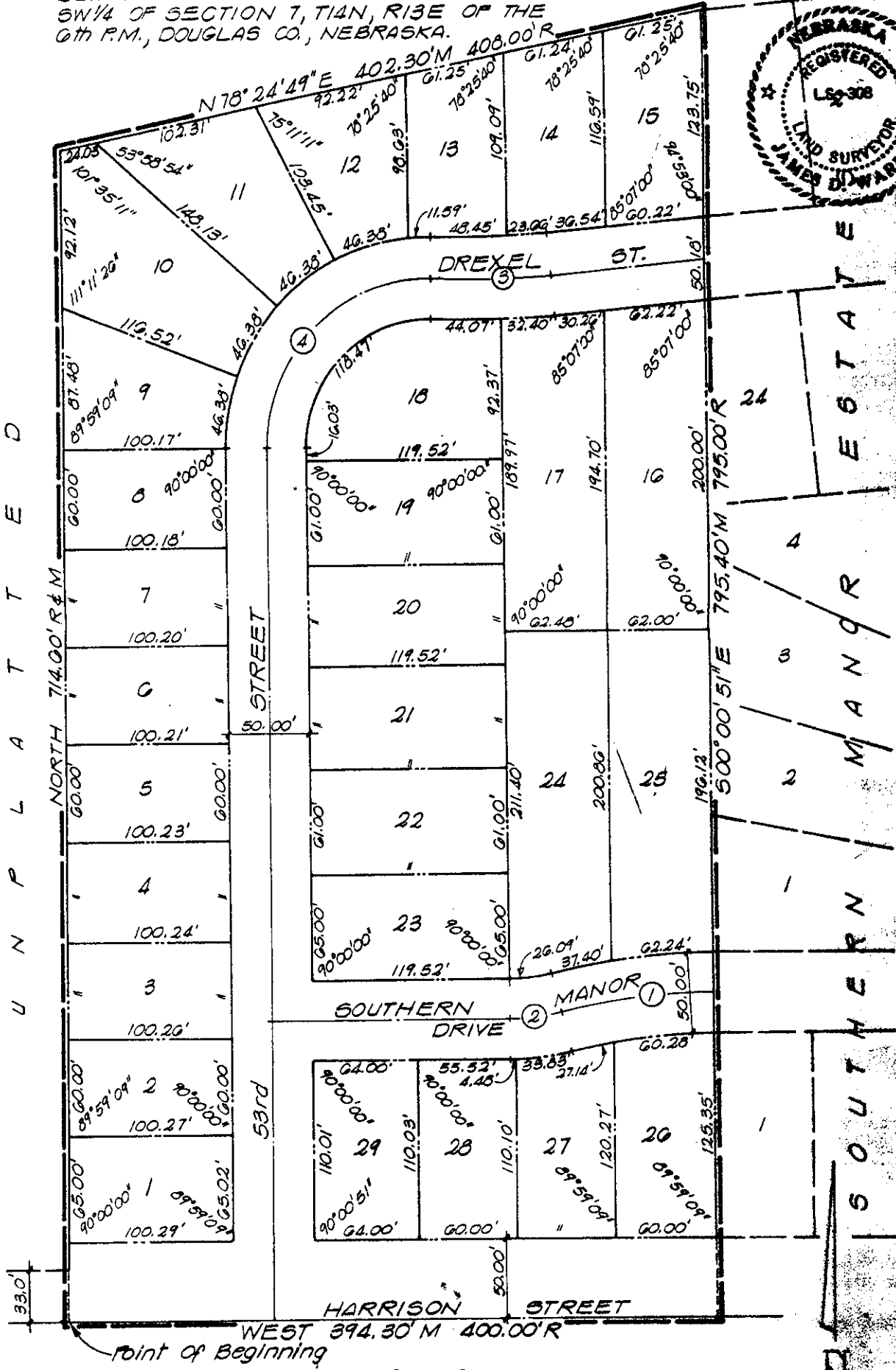
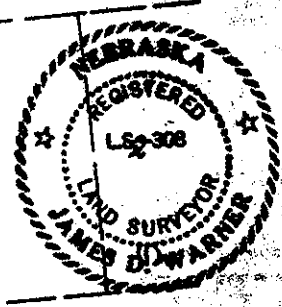
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799 N C/O FEE 34.50
PG 183-186 90/59 DEL V. MC B.C.
OF Meadows COMP F/B 46-36626

SOUTHERN MEADOWS

LOTS 1 THRU 29 INCL. (LOTS 1 THRU 10, INCL. & LOTS 20 THRU 29, INCL., ARE A CLUSTER SUBDIVISION)
 BEING A PLATTING OF TAX LOT 21 IN THE
 SW 1/4 OF SECTION 7, T14N, R13E OF THE
 6th P.M., DOUGLAS CO., NEBRASKA.



LEGEND
 Measured Dimension M
 Recorded Dimension R



CENTERLINE CURVE DATA

Curve No.	Δ	D	Curve No.	Δ	D
1.	14°00'00"	14.9683	3.	5°00'00"	0.7302
2.	14°00'00"	43.4784	4.	90°07'00"	57.1190

SURVEYOR'S CERTIFICATE

HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT IRON PIPES HAVE BEEN SET AT ALL CORNERS OF SAID BOUNDARY AND THAT IRON PIPES WILL BE SET AT ALL LOT CORNERS AND AT THE ENDS OF ALL CURVES IN SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SOUTHERN MEADOWS, LOTS 1 THRU 29 INCLUSIVE, BEING A REPLATTING OF TAX LOT 21 IN THE S.W. 1/4 OF SECTION 7, T14N, R13E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE S.W. CORNER OF SAID TAX LOT 21; THENCE NORTH (ASSUMED BEARING) ON THE WEST LINE OF SAID TAX LOT 21, 714.60 FEET; THENCE N78°24'49"E ON THE NORTH LINE OF SAID TAX LOT 21, 402.30 FEET; THENCE S00°00'51"E ON THE EAST LINE OF SAID TAX LOT 21, 795.40 FEET; THENCE WEST ON THE SOUTH LINE OF SAID TAX LOT 21, 394.30 FEET TO THE POINT OF BEGINNING.

June 21, 1984

James D. Warner
REGISTERED LAND SURVEYOR

DEDICATION

WE ALL MEN BY THESE PRESENTS; THAT I NATAN SCHWALB, TRUSTEE, OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN ON SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SOUTHERN MEADOWS, AND I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF MY PROPERTY AS SHOWN ON THIS PLAT, I DO HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN ON THIS PLAT, AND I DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, AND NORTHWESTERN BELL TELEPHONE COMPANY, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBSERVIED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8') FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16') FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION. SAID SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHT HEREIN GRANTED.

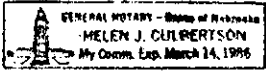
Natan Schwalb, Trustee
NATAN SCHWALB, TRUSTEE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3rd DAY OF August, 1984 BY

ASST. CHIEF DEPUTY (Title)



Helen J. Culbertson
NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE



THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE THIS 7 DAY OF August, 1984.

[Signature]
DOUGLAS COUNTY TREASURER

APPROVAL OF CITY ENGINEER

HEREBY APPROVE THE PLAT OF SOUTHERN MEADOWS ON THIS 3rd DAY OF August, 1984.

[Signature]
CITY ENGINEER

HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 OF THE OMAHA MUNICIPAL CODE.

December 11, 1984

[Signature]
CITY ENGINEER

APPROVAL OF CITY PLANNING BOARD

THIS PLAT OF SOUTHERN MEADOWS WAS APPROVED BY THE CITY PLANNING BOARD OF THE CITY OF OMAHA, THIS 8th DAY OF August, 1984.

[Signature]
CHAIRMAN

APPROVAL OF OMAHA CITY COUNCIL

THIS PLAT OF SOUTHERN MEADOWS WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 25th DAY OF October, 1984.

[Signature]
CITY CLERK

[Signature]
PRESIDENT

REVIEW BY DOUGLAS COUNTY SURVEYOR

THIS PLAT OF SOUTHERN MEADOWS WAS REVIEWED BY THE DOUGLAS COUNTY SURVEYOR'S OFFICE ON THIS 10th DAY OF JULY, 1984.



[Signature]
DOUGLAS COUNTY SURVEYOR

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, THIS 3 DAY OF January, 1985 AT 1:58 P.M.

[Signature]
Register of Deeds

Scale: 1" = 60'
Date: 0-21-84
Drawn by: JP
Checked by: [Signature]
SOUTHERN MEADOWS
FINAL PLAT
DORNER, DORNER & DORNER
PLANNING, ENGINEERING & SURVEYING

Plat and Dedication,
Filed 1-3-85, in Book 1747 at Page 13, Instrument No. _____

Grants a perpetual easement in favor of

- Omaha Public Power District,
- ~~U.S. West Communications~~
- Northwestern Bell Telephone Company

~~and any~~ cable company granted a cable television franchise system,
and/or

_____ for utility, installation and maintenance
on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.

Any additional info.

- Declaration of Covenants, Conditions, Restrictions ~~and Easements~~,
 - Restrictive Covenants
 - Protective Covenants
- or

Dated 12-15-86 Filed 12-24-86 in Book 799 at Page 183, Instrument No. _____
Grants a perpetual easement in favor of

- Omaha Public Power District,
- ~~U.S. West Communications~~
- Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and/or

_____ for utility installation and maintenance
on, over, through, under and across

NO FOOTAGE OF GIVEN

a ↓ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.

Does it include the following ?? Homeowners Association Yes or No. (Circle One)

Does it include the following?? Possible Telephone Connection Charge Yes or No

Any additional info.

Architectural Control

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, in Book _____ at Page _____, Instrument No. _____

Southern Meadows