

94-13476

### DECLARATION OF RESTRICTIVE COVENANTS

The undersigned hereby declare 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 1 thru 37 & 44 thru 66 inclusive, Emerald Oaks;  
Lots 1 thru 6 inclusive, Emerald Oaks Replat; and Lots 1 - 130  
inclusive, Emerald Oaks 2nd Addition, Sarpy County, Nebraska.

If the present or future owners of any 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 covenants and either prevent him or them from so doing or to recover damages or other dues for such violations.

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.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use or for park, recreational, church or school purposes.

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. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

D. 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 purposes.

E. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated and no outside repair of any automobile will be permitted.

F. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

G. Portland concrete public sidewalks, four feet wide, shall be constructed in front of each built upon lot and along the street side of each built upon corner lot. The sidewalk shall be placed four feet back of the street curb line.

H. The applicable zoning ordinances of the public agency having zoning authority shall determine minimum area of building plot and minimum front, side and rear setbacks.

I. CSI, its successors, and/or assigns shall be allowed to operate and maintain model homes in the subdivision. This right does not expire with the sale of the last buildable lot in the subdivision.

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J. Notwithstanding the provisions of Paragraphs No. "A" and "I", the restrictive provisions for lot use, lot area, sideyards, and front yard shall automatically be amended if the public agency having zoning authority shall determine and permit a lesser area, a lesser distance, or a different use either by means of rezoning or the granting of waivers or special use permits.

K. 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. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner or owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

L. If a fence is constructed on the subject lots; the owner of any such lot shall at his sole expense maintain and keep such fence in good order, including removal of graffiti and the prevention of placing signs, banners, or any such thing on the fence, and repair and replace the same with the same style and equal quality fence when and if reasonably necessary.

M. Nothing herein contained shall in any way be constructed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

IN WITNESS WHEREOF, Construction Sciences, Inc., being the owner of all said real estate, has executed these Covenants, this 1st day of June, 1994.

Construction Sciences, Inc., a Nebraska Corporation

by John J. Smith, President

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STATE OF NEBRASKA)  
) ss.  
County of Douglas)

Caron Davis  
REGISTRAR OF DEEDS

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, Personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal in said County the day and year last above written.

Gayle Kellebore  
Notary Public

Proof \_\_\_\_\_  
D.F. \_\_\_\_\_  
Ver. \_\_\_\_\_  
Fil. \_\_\_\_\_  
Checked \_\_\_\_\_  
Fee \$ 108.00

