

AMENDED AND SUBSTITUTED RESTRICTIVE COVENANTS

The undersigned DECKER ENTERPRISES, INC. is the owner of the fee simple title to all of Lots Two (2) to Three Hundred Thirty-five (335), both inclusive, in La Vista, a subdivision in Sarpy County, Nebraska as originally surveyed, platted and recorded. The undersigned does herewith wholly revoke, release and forever cancel certain Restrictive Covenants covering said real estate, which Covenants were recorded June 12, 1959, in Book 25 at Page 115 of the Miscellaneous Records in the Office of the County Clerk of Sarpy County, Nebraska.

In substitution and replacement of the covenants above cancelled, released and revoked, the undersigned hereby declares 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 until January 1, 1990:

Lots Two (2) to Three Hundred Thirty-four (334), both inclusive, in La Vista Replat, a subdivision in Sarpy County, Nebraska.

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 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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, 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 single-family use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand (5,000) square feet. No building shall be located on any plot nearer than thirty feet to the front line of such plot, nor shall any building, except a detached garage, be located nearer than five feet to any side line of any building plot.

C. 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.

D. 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.

E. The ground floor enclosed area of residential structures, exclusive of open porches and garages, shall be not less than 720 square feet.

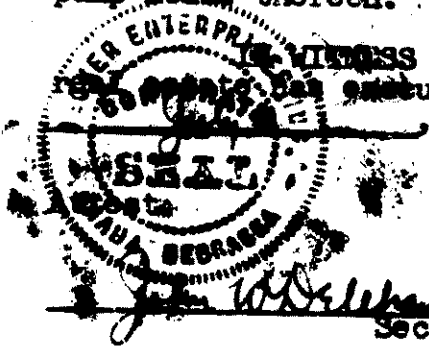
F. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, the Omaha Public Power District and Harrison Water Co., their successors and assigns, to lay, repair and replace water mains, hydrants and meters and to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service

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over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots, and in addition, upon the East twenty (E20) feet of Lots One Hundred Thirteen (113) to One Hundred Forty-eight (148), both inclusive, the East twenty (20) feet of Lot Three Hundred Thirty-four (334), the South twenty (S20) feet of Lots Three Hundred Twenty-seven (327), Three Hundred Twenty-eight (328), Three Hundred Twenty-nine (329) and the Southerly ten (10) feet of Lot Three Hundred Twenty-six (326) and upon all land lying Southerly from a straight line drawn from a point on the Easterly line of Lot 329 which is twenty (20) feet Northerly of the Southeasterly corner of said lot to a point on the East line of Lot 334 which is fifty (50) feet North of the Southeast corner of said lot. Said side line easement is granted upon the specific condition that if all of said utility companies fail to lay mains or construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any mains, poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways.

G. The perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 4 of Sarpy County, Nebraska, and to City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers. A perpetual easement and license is hereby granted to Harrison Water Co. over and under the South fifteen (S15) feet of Lot Two Hundred Ninety-five (295) and the West fifteen (W15) feet of Lot Eighty-two (82) to lay, repair and replace water mains and an access road thereon, and over and under the South twenty (S20) feet of Lot Two Hundred Ninety-four (294) and the West twenty (W20) feet of Lot Eighty-three (83) to drill and use water wells, to lay, repair, replace, build and use water mains, access road, pumps and pump house thereon.

IN WITNESS WHEREOF, the undersigned owner of all said Restrictive Covenants, has executed this instrument this 21st day of 1959.



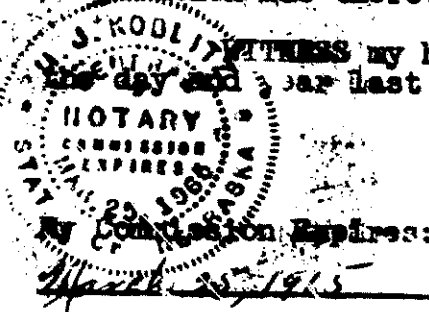
DECKER ENTERPRISES, INC.

John W. Decker
Secretary

By: Don Decker
President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss. On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of Decker Enterprises, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Amended and Substituted Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

IN WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



J. Koole
Notary Public

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 until January 1, 1990:

lots Two (2) to Three Hundred Thirty-five (335), both inclusive, all in La Vista, a subdivision in Sarpy County, Nebraska.

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 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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

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

B. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand (5,000) square feet. No building shall be located on any plot nearer than thirty feet to the front line of such plot, nor shall any building, except a detached garage, be located nearer than five feet to any side line of any building plot.

C. 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.

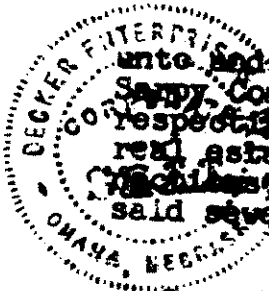
D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

E. The ground floor enclosed area of residential structures, exclusive of open porches and garages, shall be not less than 720 square feet.

F. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots. Said side line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replace-

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ment within sixty (60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways.



G. The perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 4 of Sardy, County, Nebraska, and to City of Omaha, Nebraska, their respective employees and representatives to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

IN WITNESS WHEREOF, the undersigned owner of all said real estate has executed this instrument this 11 day of June, 1959.

Attest:

DECKER ENTERPRISES, INC.

[Signature]
Assistant Secretary

By: [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of Decker Enterprises, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Expires:

1955

[Signature]
Notary Public

RESTRICTIVE COVENANTS

The undersigned hereby declares 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 until January 1, 1993.

Lots #678 thru 742, inclusive, 744 thru 1091, inclusive, 1094 thru 1099, inclusive, 1102 thru 1189, inclusive, 1196 thru 1241, inclusive, 1249 thru 1279, inclusive, 1287 thru 1324, inclusive, 1326 thru 1351, inclusive, 1358 thru 1419, inclusive, and 1421 thru 1526, inclusive, all in La Vista, an addition to the Village of La Vista, Sarpy County, Nebraska.

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 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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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 residential purposes and for accessory structures incidental to residential use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than 5,000 square feet. No building shall be located on any plot nearer than 30 feet to the front line of the building plot except lots #1329, 1330 and 1331, upon which no building shall be located nearer than 27 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than 5 feet to any side line of any building plot.

C. 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.

D. 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.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 750 square feet for a one-story structure nor less than 750 square feet for a one-and-one-half story or taller structure.

F. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways.

Notarized and recorded Nov 1 1961 10

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RESTRICTIVE COVENANTS

The undersigned hereby declares 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 until January 1, 1993.

Lots #678 thru 742, inclusive, 744 thru 1091, inclusive, 1094 thru 1099, inclusive, 1102 thru 1189, inclusive, 1196 thru 1241, inclusive, 1249 thru 1279, inclusive, 1287 thru 1324, inclusive, 1326 thru 1331, inclusive, 1358 thru 1419, inclusive, and 1421 thru 1526, inclusive, all in La Vista, an addition to the Village of La Vista, Sarpy County, Nebraska.

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 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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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 residential purposes and for accessory structures incidental to residential use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than 5,000 square feet. No building shall be located on any plot nearer than 30 feet to the front line of the building plot except lots #1329, 1330, and 1331, upon which no building shall be located nearer than 27 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than 5 feet to any side line of any building plot.

C. 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.

D. 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.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 750 square feet for a one-story structure nor less than 750 square feet for a one-and-one-half story or taller structure.

F. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, containing wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telegraph and message service over and upon a strip of land adjoining the rear and side boundary lines of said lots in said addition; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementary rights.

FILED FOR RECORD IN SARP COUNTY NEBR Nov 1 1961 At 10:00 A

AND RECORDED IN BOOK 29 OF PAGE 32

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11-2-61

29-307

PARTIAL RELEASE OF EASEMENT
AND
GRANT OF COVENANTS

WHEREAS, the undersigned, Loup River Public Power District (herein called "District") is the Grantee and holder of an easement executed by John L. Sautter and Mary Sautter, covering the Northwest Quarter (NW¹/₄) of Section Fourteen (14), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M. in Sarpy County, Nebraska, which easement was dated May 10, 1939 and was recorded May 22, 1939, in Book 10 at Page 92 of the Miscellaneous Records in the office of the County Clerk of Sarpy County, Nebraska, and

WHEREAS, the District is the Grantee and holder of an easement executed by Jacob W. and Caroline Pflug covering the North One-half of Southeast Quarter and South 1 rod of South One-half of Northeast Quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M. in Sarpy County, Nebraska, which easement was recorded May 22, 1939 in Book 10 at Page 95 of Miscellaneous Records in the office of said County Clerk.

WHEREAS, the District has located its electric transmission line diagonally across said land within the confines of a 100-foot-wide easement way described and laid out upon the plat of La Vista, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded on September 29, 1961 in Book 4 at Page 7 of the Plat Records in the office of the County Clerk of Sarpy County, Nebraska.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration, the District does hereby release said easement from all of said land excepting only the said 100-foot-wide overhead power easement which diagonally traverses said land, and which easement is described and laid out on said plat of La Vista; it being understood and agreed that the District retains the easement and all rights granted therein, over, upon and along said 100-foot-wide overhead power line easement together with rights of ingress and egress thereto and therefrom over the publicly dedicated roads on said plat, to-wit: Harrison Street, 80th Street, 79th Street, 78th Street, 72nd Street and Easy Street North.

Decker Enterprises, Inc., in consideration of the foregoing release, and as owner of all the following described real estate, does hereby acknowledge that said easement is reserved over portions of the following described lots as shown on said recorded plat:

- Lots 1282E, 1190, 1191, 1194, 1195, 1196, 1187, 1157, 1158, 1143, 1144, 1136, 1137, 1091, Lots 1093 through 1099, both inclusive, Lots 743, 744 and 945 in La Vista.

Said easement extends 100 feet in width, and the following covenants shall govern the use of land within said easement way until such time as the District, or its assigns, may consent to a release or modification of these restrictions:

FILED FOR RECORD IN SARPY COUNTY, NEBRASKA, Jan 24 1962 AT 9 O'CLOCK P.M.
AND RECORDED IN BOOK 29 OF RECORDS PAGE 307 J. Edgar Pflug COUNTY CLERK
\$18.00
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29-308

(1) No planting will be made within the boundaries of said easement grant which may interfere with or otherwise endanger the safe operation of said transmission line and equipment used in connection therewith.

(2) As a safeguard against the erection of buildings and structures which might endanger or interfere with the operation and maintenance of said transmission line, on lots or parcels of land either adjacent to or partially within the boundaries of such 100-foot easement, the following limitations on height of structures and proximity to boundaries are imposed on all lots adjacent to or wholly or partially within the boundaries of such transmission line easement:

(a) No structure shall be placed within the boundaries of such easement, except underground water, sewer and gas mains, street paving, driveways or sidewalks.

(b) Permanent structures may be placed on such lots which are partially within the boundaries of such easement on the express condition that such structure does not overhang on the defined easement area and that the maximum height of such structure and appendages is limited to thirty feet at the outer easement boundary, and one additional foot of height is permitted for each foot of distance, measured from the nearest point, from such outer boundary.

EXECUTED this 10 day of January, 1962.

CLAYTON B. DECKER, INC.

LOUP RIVER PUBLIC POWER DISTRICT

Clayton B. Decker
President

By: Clarence J. Wittler
President

John W. Delbert
Secretary

Attest: Clarence J. Wittler
Assistant Secretary

STATE OF NEBRASKA

COUNTY OF BOULDER

On the date last above written before me, the undersigned, a Notary Public in and for said County, personally appeared Clarence J. Wittler, who is known to be the President of Loup River Public Power District, a Public Power District organized under the laws of the State of Nebraska, and the identical person who executed the foregoing instrument as such officer, and he acknowledged his execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Loup River Public Power District.

My Commission Expires:

Jul 23 - 1962

Wm. H. Remick
Notary Public