

PROTECTIVE COVENANTS

The undersigned, being the owner of all of the following described property located in Douglas County, Nebraska, to-wit:

Lots One (1) through Two Hundred Ten (210), inclusive, except Lot One Hundred Sixty-eight (168), Seville, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

does hereby make, consent to, and agree that the following described covenants shall run with the above described land and be binding on all present and future owners thereof.

1. These covenants are to run with the land and shall be binding and shall inure to the benefit of the undersigned, its successors, assigns and grantees, and their heirs, devisees, representatives, successors, assigns and grantees until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law.

If the owner of any said lot in said subdivision or any other person, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any said real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Each of the provisions hereof is several and separable. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

2. All said herein described lots shall be known and described as residential lots. All dwellings or residential lots shall be single family dwellings, with a minimum of an attached above grade double car garage, except Lots One Hundred Nineteen (119) through One Hundred Twenty-five (125), inclusive; One Hundred Forty-two (142) and One Hundred Forty-three (143) and any other two car garage which may have received written approval of the undersigned which may have a double car basement garage, provided the square foot requirements of Paragraph 6 of these covenants are complied with.

3. No residence, building, fence, wall, signboard, or other structure shall be started, altered, or placed on any building plot in this subdivision until complete plans, specifications, and plot plan, including grading plan, showing location of such building or improvements have been approved in writing by the undersigned or a committee designated by the undersigned as to use, conformity, and harmony of external design with existing structures in the subdivision, and as to the location of the building and improvement with respect to lot lines, reserved areas, other structures, topography, and finished ground elevation. Written approval shall be given by the undersigned or the committee appointed by him signing a copy thereof. One copy of all documents submitted shall be retained.

4. 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.

5. No trailer, basement, tent, shack, garage, barn, or out-building erected on the said lots 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 trailers, campers, boats or other similar non-automotive vehicles or recreational craft, whether or not self-powered or any storage structure shall be located or stored in the front yard (both sides facing street on corner lots). No out-buildings shall be allowed. No dog run shall be allowed which is larger than forty-eight (48) square feet and shall receive the necessary architectural approval prior to construction. No garage, driveway, lot or dwelling may be used for the repair of motor

vehicles. No inoperable or storage vehicle may be maintained outside the garage.

6. Dwellings shall be restricted to the following minimum square foot ground floor (above grade) area as set forth below. These minimum main floor (above grade) areas for houses (exclusive of garage, porches, breezeways and basements, whether finished or not) are as follows:

- |   |                  |
|---|------------------|
| A. One-story (ranch) with 2 car attached garage | 1500 square feet |
| B. One-story (ranch) with basement garage       | 1800 square feet |
| C. One and one-half story                       | 2100 square feet |
| 1. Main level                                   | 1500 square feet |
| 2. Upper level                                  | 600 square feet  |
| D. Two-story                                    | 2200 square feet |
| 1. Main level                                   | 1200 square feet |
| E. Multi-level                                  | 1800 square feet |

7. A perpetual license and easement is hereby reserved for the applicable telephone, gas and electric companies, their successors and assigns, Sanitary and Improvement District No. 302 of Douglas County, Nebraska, and the City of Omaha, Douglas County, Nebraska to erect, operate, maintain, repair, and renew utility service lines either above or below the ground for utility service to the within subdivision; such perpetual license and easement shall be granted over, under and upon a five (5) foot strip of land adjoining the front and side boundary lines of said lots, an eight (8) foot and sixteen (16) foot strip adjoining the rear boundary lines of interior and exterior lots, respectively, which sixteen (16) foot easement shall be reduced to an eight (8) foot easement upon the platting of land adjacent to said exterior lots in said addition said license being granted for the use and benefit of all present and future owners of lots in said addition, provided, however, that if the Grantees of said license and easement fail to install utility services within five (5) years of the date of the signing of these covenants then such grant of license and easement shall be null and void as to those unoccupied areas.

8. No garden or field crops shall be grown upon that

portion of any lot nearer to the street than provided in the applicable zoning setback lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants, hedges, shrubs, and trees and for walks and drives; provided that no trees, shrubs, or hedges shall be planted or maintained in such proximity to any right-of-way, street, or sidewalk as will interfere with the proper use and maintenance thereof with any unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles, and provided further that no objectionable trees, plants, or shrubs shall be permitted to remain on any part of the lot.

9. All lawns, trees, shrubs, hedges, walls, fences, beaches and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner.

10. Erection and maintenance of any stable or other shelter for livestock, fowl, or pets and the keeping of a dog run (as qualifiedly allowed in Paragraph 5), livestock and fowl within the subdivision is prohibited. Outside trash burners are prohibited. No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel or sand.

11. No sign, billboard, or other structure for advertising or the display or advertising material of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation, or association carrying on a permitted business or a trade or profession therein, without the permission in writing of the undersigned.

12. Fences - All fences must be approved in regard to heights, materials and locations.

lots - No lots shall be split or subdivided in such a manner which would result in any lot being diminished in size, both square foot and street frontage.

Parking - All dwellings must provide for at least four off-street parking spaces. However, garages and driveways are included to meet this requirement.

Driveways - All driveways must be concrete.

Sidewalks - Sidewalks shall be four feet by four feet and four inches thick and shall be set back four feet from the street curb.

Sod - All front and side yards shall be sodded as soon after the house is built as practicable.

Dumping - No dumping will be allowed.

Dwellings - All dwellings shall be of an earth tone color; and exposed concrete block on the front and side of each dwelling facing a street shall be covered with brick or stone.

Dated this 4th day of January, 1980.

SEVILLE DEVELOPMENT, INC.

By *[Signature]*  
President

ATTEST:

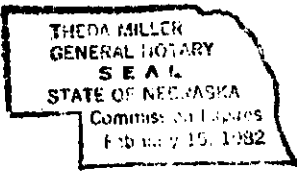
*[Signature: Peter Knott]*  
Secretary

STATE OF NEBRASKA )  
                           ) ss.  
COUNTY OF DOUGLAS )

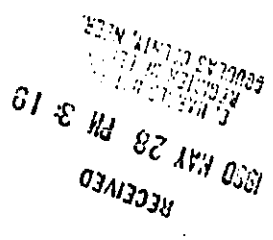
Before me, a Notary Public, in and for said county and state, personally came Bernard Reeder, President and Peter Knott, Secretary of SEVILLE DEVELOPMENT, INC., known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 4th day of January, 1980.

*[Signature: Theda Miller]*  
Notary Public



*1 Knott*



Book 634  
Page 68 of 1000  
Res. 67-11  
Index  
Copies 16-393-ate



1321 597 MISC



19784 99 597-619

Nebr Doc Stamp Tax
Date
\$
By

RECORDS & TAXATION  
CLERK OF DISTRICT COURT  
SARASOTA COUNTY, FL

99 DEC 28 PM 2:43

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING**  
**PAGE DOWN FOR BALANCE OF INSTRUMENT**

128-35150  
 FEB 21 1999  
 BY [signature]  
 FOR [signature]

Return to:  
 Michael J. Mooney  
 FRASER STRYKER LAW FIRM  
 500 Energy Plaza  
 409 S. 17th ST.  
 OMAHA, NE 68102

Original

**AGREEMENT TO AMEND AND  
RESTATE PROTECTIVE COVENANTS**

We the undersigned, being a majority of the present owners of Lots One (1) through Two Hundred Ten (210), inclusive, except Lot One Hundred Sixty-eight (168), Seville, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, do hereby agree, pursuant to Article 1 of those certain Protective Covenants recorded at Book 634 Page 64 in the Register of Deeds of Douglas County, Nebraska, to change said covenants as follows:

1. The Protective Covenants recorded in the Register of Deeds for Douglas County, Nebraska at Book 634 Page 64 are deleted in their entirety and are replaced with the Amended and Restated Protective Covenants attached hereto as Exhibit "A."
2. This Agreement and Exhibit "A" shall be effective January 1, 2000.
3. This Agreement shall be executed and recorded in the manner provided by law.

William R. Bennett Cathy S. Hamilton  
728 N 148th Ave

Carol Lynn Hunter  
715 N 144th Ave

SUBSCRIBED AND SWORN TO before me  
on this 26 day of Sept, 1999.

SUBSCRIBED AND SWORN TO before me  
on this 26 day of Sept, 1999.

GENERAL NOTARY-State of Nebraska  
MICHAEL J. MOONEY  
My Comm. Exp. Jan. 12, 2003  
Notary Public

GENERAL NOTARY-State of Nebraska  
MICHAEL J. MOONEY  
My Comm. Exp. Jan. 12, 2003  
Notary Public

E. J. Kouskous  
1011 North 148th Ave

Franz Fitzpatrick  
14944 Hawthorne ave.

SUBSCRIBED AND SWORN TO before me  
on this 26 day of Sept, 1999.

SUBSCRIBED AND SWORN TO before me  
on this 26 day of Sept, 1999.

GENERAL NOTARY-State of Nebraska  
MICHAEL J. MOONEY  
My Comm. Exp. Jan. 12, 2003  
Notary Public

GENERAL NOTARY-State of Nebraska  
MICHAEL J. MOONEY  
My Comm. Exp. Jan. 12, 2003  
Notary Public

Michael J. Mooney  
655 N 149th Ave

Stephanie J. Snitly  
655 N. 149th Ave

SUBSCRIBED AND SWORN TO before me  
on this 26 day of Sept, 1999.

SUBSCRIBED AND SWORN TO before me  
on this 26 day of Sept, 1999.

GENERAL NOTARY-State of Nebraska  
MICHAEL J. MOONEY  
My Comm. Exp. Jan. 12, 2003  
Notary Public

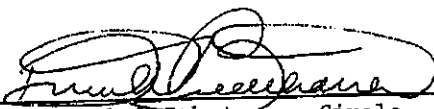
Notary Public

GENERAL NOTARY-State of Nebraska  
STEPHANIE J. SNITLY  
My Comm. Exp. July 9, 2002

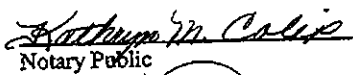

**AGREEMENT TO AMEND AND  
RESTATE PROTECTIVE COVENANTS**

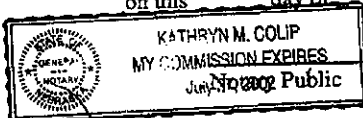
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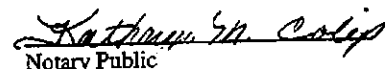
  
 717 North 147th Avenue Circle  
 SUBSCRIBED AND SWORN TO before me  
 on this 15<sup>th</sup> day of December, 1999.

\_\_\_\_\_  
 SUBSCRIBED AND SWORN TO before me  
 on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

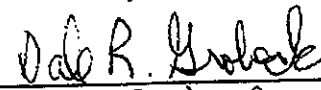
  
 Notary Public  
  
 717 North 147th Avenue Circle  
 SUBSCRIBED AND SWORN TO before me  
 on this 15<sup>th</sup> day of December, 1999.




\_\_\_\_\_  
 SUBSCRIBED AND SWORN TO before me  
 on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

  
 Notary Public



  
 14924 Cuning St Omaha NE 68154  
 SUBSCRIBED AND SWORN TO before me  
 on this 20<sup>th</sup> day of December, 1999.

\_\_\_\_\_  
 SUBSCRIBED AND SWORN TO before me  
 on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

  
 Notary Public  
 GENERAL NOTARY State of Nebraska  
 STEVEN R. JOHNSON  
 My Comm. Exp. June 13, 2000

\_\_\_\_\_  
 Notary Public



**AMENDED AND RESTATED**  
**PROTECTIVE COVENANTS**

We, a majority of the present owners of Lots One (1) through Two Hundred Ten (210), inclusive, except Lot One Hundred Sixty-eight (168), Seville, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, do hereby make, consent to, and agree that the following described covenants shall run with the above-described land and be binding on all present and future owners thereof.

1. These covenants are to run with the land and shall be binding and shall inure to the benefit of the undersigned, their successors, assigns and grantees, and their heirs, devisees, representatives, successors, assigns and to all of the owners of Lots One (1) through Two Hundred Ten (210), inclusive, except Lot One Hundred Sixty-eight (168), Seville, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, their successors, assigns and grantees, and their heirs, devisees, representatives, successors and assigns and grantees until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by written agreement of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law.

If the owner of any said lot in said subdivision or any other person, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any said real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Each of the provisions hereof is several and separable. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

Exhibit "A"

2. All said herein-described lots shall be known and described as residential lots. All dwellings or residential lots shall be single-family dwellings, with a minimum of an attached above grade double car garage, except Lots One Hundred Nineteen (119) through One Hundred Twenty-five (125), inclusive; One Hundred Forty-two (142) and One Hundred Forty-three (143) and any other two car garage which may have received written approval of Seville Development, Inc. which may have a double car basement garage, provided the square foot requirements of Paragraph 6 of these covenants are complied with.

3. No residence, building or other structure shall be started, altered, or placed on any building plot in this subdivision until complete plans, specifications, and plot plan, including grading plan, showing location of such building or improvements have been approved in writing by the Seville Homeowners Association Board of Directors or a committee designated by such Board as to use, conformity, and harmony of external design with existing structures in the subdivision, and as to the location of the same with respect to lot lines, reserved areas, other structures, topography, and finished ground elevation. A copy of any written approval given as set forth above shall be retained by the homeowner requesting the same.

4. 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.

5. No trailer, basement, tent, shack, garage, barn, or out-building erected on the said lots 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 trailers, campers, boats or other similar non-automotive vehicles or recreational craft, whether or not self-powered or any storage structure shall be located or stored in the front yard (both sides facing street on corner lots). No outbuildings shall be allowed. No garage, driveway, lot, or dwelling may be used for the repair of motor vehicles. No inoperable or storage vehicle may be maintained outside the garage.

6. Dwellings shall be restricted to the following minimum square foot ground floor (above grade) area as set forth below. These minimum main floor (above grade) areas for houses (exclusive of garage, porches, breezeways, and basements, whether finished or not) are as follows;

- A. One-story (ranch) with 2 car attached garage 1500 square feet
- B. One-story (ranch) with basement garage 1800 square feet
- C. One and one-half story 2100 square feet
  - 1. Main level 1500 square feet
  - 2. Upper level 600 square feet
- D. Two-story 2200 square feet
  - 1. Main level 1200 square feet
- E. Multi-level 1800 square feet

7. A perpetual license and easement is hereby reserved for the applicable telephone, gas, and electric companies, their successors and assigns, to erect, operate, maintain, repair, and renew utility service lines either above or below the ground for utility service to the within subdivision; such perpetual license and easement shall be granted over, under, and upon a five (5) foot strip of land adjoining the front and side boundary lines of said lots, an eight (8) foot and sixteen (16) foot strip adjoining the rear boundary lines of interior and exterior lots, respectively, which sixteen (16) foot easement shall be reduced to an eight (8) foot easement upon the platting of land adjacent to said exterior lots in said addition said license being granted for the use and benefit of all present and future owners of lots in said addition, provided, however, that if the Grantees of said license and easement failed to install utility services prior to January 4, 1985 then such grant of license and easement shall be null and void as to those unoccupied areas.

8. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the applicable zoning setback lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants, hedges, shrubs, and trees and for walks and drives; provided that no trees, shrubs, or hedges shall be planted or maintained in such proximity to any right-of-way, street, or sidewalk as will interfere with the proper use and maintenance thereof

with any unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles, and provided further that no objectionable trees, plants, or shrubs shall be permitted to remain on any part of the lot.

9. All structures, lawns, trees, shrubs, hedges, walls, fences, beaches, and any other appurtenant shall be kept and maintained in a safe, neat, and orderly manner.

10. Except as set forth below, the erection and maintenance of any stable or other shelter for livestock, fowl, or pets within the subdivision is prohibited. Outside trash burners are prohibited. No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel, or sand.

The foregoing notwithstanding, with the written permission of the Seville Homeowners Association Board of Directors or a committee designed by such Board, a dog run not larger than forty-eight (48) square feet may be permitted. In permitting the same, the Board may consider the use, conformity and harmony of the external design of the run with existing structures in the subdivision, and the location of the same with respect to lot lines, reserved areas, other structures, topography and finished ground elevation.

11. No sign, billboard, or other structure for advertising or the display or advertising material of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation, or association carrying on a permitted business or a trade or profession therein, without the written permission of the Seville Homeowners Association Board of Directors or a committee designated by such Board.

12. Fences - All fences must be approved, in writing, in regard to heights, materials, and locations by the Seville Homeowners Association Board of Directors or a committee designated by such Board.

Lots - No lots shall be split or subdivided in such a manner which would result in any lot being diminished in size, both square foot and street frontage.

Parking - All dwellings must provide for at least four off-street parking spaces. However, garages and driveways are included to meet this requirement.

Driveways - All driveways must be concrete, stone or brick.

Sidewalks - Sidewalks shall be four feet by four feet and four inches thick and shall be set back four feet from the street curb.

Sod - All front and side yards shall be sodded as soon after the house is built as practicable.

Dumping - No dumping will be allowed.

Dwellings - All dwellings shall be of an earth tone color; and exposed concrete block on the front and side and each dwelling facing a street shall be covered with brick or stone.

Roofs - The restriction contained within the Deed of any property respecting the requirements of a wood shake roof is waived. The foregoing waiver notwithstanding, all roofs shall be wood shake unless an alternative covering is proposed by a property owner and approved, in writing, by the Seville Homeowners Association Board of Directors or a committee designated by such Board. A copy of such written approval must be retained. In considering such approval, the Board may consider the style and color of the roof proposed and the conformity and harmony thereof with the existing roofs in the subdivision.

13. These covenants may be amended at any time, and from time to time by the written agreement of no fewer than 66% of the then owners of the lots set forth in the preamble of these Protective Covenants, said agreement to be executed and recorded in the matter provided by law.

Seville lot 1 thru 212

2002-2221  
2002-4833

Plat and Dedication

Filed 9-26-79, in Book 1634 at Page 721, 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  
SID # 302  
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 No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a 5 foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

\*\*\*\*\*

Declaration of Covenants, Conditions, Restrictions and Easements, 634-64 1/4/80 5/28/80

- Restrictive Covenants
- Protective Covenants

- or
- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,

and/or  
SID 302  
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 No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a 5 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 (Circle One)

Any additional info.

\*\*\*\*\*

Easement Right of Way 12, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

634-425 3-19-79 6-9-80 Consent + Ratification of Plat

1321-597 file 12/28/99 Amend + Restate Protective Covenant