

81 - 511 +

PROTECTIVE COVENANTS

ECOM 522 1473

These 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, 2005:

Lots 320 through 542, both inclusive, in Chapel Hill, a subdivision in Douglas County, Nebraska.

If the present or future owners or users of any of said lots shall violate or threaten to violate any of these Covenants, any other person or persons owning any part of said real estate may prosecute proceedings at law or in equity to prevent such actual or threatened violation and to recover damages or other dues therefor.

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. The undersigned developer reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the developer deems it necessary or advisable in unusual circumstances or to prevent hardship.

A. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses. No dwelling structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two-and-one-half stories in height, a private garage, attached breezeways and other out-buildings incidental to residential uses.

B. No dwelling shall be erected or placed on any building plot which has an area of less than is required by applicable zoning ordinances, which ordinances will also control the minimum front, side and rear yards.

C. 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 outside radio, television or other electronic antenna or aerial shall be erected on any lot without written consent of the undersigned. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any lot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any lot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All lots shall be kept free of all types of trash and debris.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time

D. 10/24/91  
F. 11/24/93

be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No structure shall be occupied as a residence until all exterior construction is fully completed according to plans approved by the undersigned developer.

E. No boats, trailers of any kind or campers of any kind shall be parked or stored in front or to the side of the main dwelling except that during the months of May through September, they may be parked on driveway only. Boats, trailers and campers may be parked or stored to the rear of the main dwelling at any time. No motor vehicles may be parked or stored outdoors on any lot, except vehicles driven on a daily basis by the occupants of the dwelling located on such lot.

F. Prior to any construction or grading, the owner must first submit construction and grading plans to the undersigned developer and secure his written approval thereof as to exterior design, materials, grading and placement of structures on the lot. Within thirty days after receipt of said plans, the undersigned developer shall either notify the owner in writing of his approval of plans or of disapproval with reasons therefor, but if undersigned shall fail to send either notice within the 30-day period, then such plans shall be deemed approved. The exposed foundation walls which front on any street of all main residential structures must be constructed of or faced with natural or simulated brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. At least 50 per cent of the total exposed wall surface area (above foundation but excluding garage door openings and gable ends) of those elevations of the main dwelling which face upon a street must be constructed of or faced with natural brick or stone.

G. The ground floor finished and enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

- 1) 1250 square feet for a one-story dwelling.
- 2) 1000 square feet for a 1 1/2 story or 2-story dwelling.
- 3) 1100 square feet for a split-level dwelling. (On split-level or split-entry dwellings, the "ground floor" shall be deemed to include all finished living areas except such areas as are constructed on top of other finished living areas)

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars (each car stall to be of a minimum size of ten feet by twenty-one feet).

H. Public Portland concrete sidewalks four feet wide by four inches thick shall be constructed on all lots and adjacent to all streets, except that no walks need be built adjoining Pacific Street. Said sidewalks shall be constructed and completed by the then owner at time of completion of the main residential structure and before occupancy thereof, and shall be located four feet back of curb line.

I. A perpetual license and easement is hereby reserved in favor of any granted to Omaha Public Power District and North-western Bell Telephone Company, Skyline Water Co., Peoples Natural Gas Co., and Sanitary and Improvement District No. 57 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, through and upon an 8-foot-wide strip of land adjoining the rear lines and a 5-foot-wide strip adjoining the side boundary lines of said 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 said side lot line easement is granted upon the specific condition that if all of said utility companies fail to construct such facilities along any of said side lot lines within thirty-six months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein. Notwithstanding the foregoing, the easement adjoining the rear lot lines for power line or conduit purposes shall be 16 feet in width adjoining the rear lines of the following Lots:

Lots 338 through 364 and adjoining the South-easterly rear line of Lot 365 and the rear lines of Lots 379 and 380.

J. At time of initial occupancy of the main dwelling, the then owner shall plant, and there shall thereafter be maintained in a growing state by the then owners, at least one deciduous tree with a minimum trunk diameter of one and one-half inches; said tree to be located in the front yard at least ten feet from the front lot line.

K. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of said Sanitary and Improvement District No. 57.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 2th day of May, 1973.

Wilma C. Rogers (his wife)

Franklin P. Rogers (Developer)

-4-

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

Betty M. Rosewood  
Notary Public



BETTY M. ROCKWOOD  
GENERAL NOTARY — State of Neb.  
My Commission Expires  
October 24, 1976

3-2  
EX-101 IS NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
24 DAY OF May 19 73 AT 1:53 P. M. C. HAROLD OSTLER, REGISTER OF DEEDS 6775