

BOOK 704 PAGE 172

PROTECTIVE COVENANTS

The undersigned, PEPPERWOOD JOINT VENTURE, a Nebraska limited partnership (hereinafter referred to as "Developer"), being the owner of Lots 314 through 680, inclusive, in Pepperwood, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots 1 through 53, inclusive, in Pepperwood Heights, being a Replat of Lot 313, in Pepperwood, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, all located in Douglas County, Nebraska, do hereby create, adopt, declare and establish the following restrictions upon the following described properties:

Lots 314 through 680, inclusive, in Pepperwood, a subdivision in Douglas County, Nebraska as surveyed, platted and recorded, and

Lots 1 through 53, inclusive, in Pepperwood Heights, being a Replat of Lot 313, in Pepperwood, a subdivision in Douglas County as surveyed, platted and recorded.

1. Permitted Uses. With the exception of Lot 313, Pepperwood, which shall be used for park purposes, no lot shall be used except for residential purposes, schools or churches. No homes shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with attached private garage for not less than two nor more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance.

2. Setbacks and Sideyards. All setbacks, sideyards and rear yard requirements shall conform to applicable laws and ordinances.

3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanent.

173

4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or household pets, provided that the same are not kept, bred or maintained for any commercial purposes.

5. Fences and Dog Runs. Fences shall not be located on any lot nearer to the street than the structure located on said lot, except, as to Lots 30 and 31 in Pepperwood Heights, and Lots 322, 342, 349, 350, 356, 361, 374, 396, 408, 463, 464, 473, 488, 489, 501, 526, 527, 528, 529, 580, 581, 594, 595, 617, 649, 660, 661, 671, and 680, in Pepperwood, the side yard fence may be located up to the side yard property line, however, in no event, shall the fence be located nearer to the street than the front of the structure located on said lot than the structure itself. Dog runs and kennels shall not be permitted on any lot.

6. Floors. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports and garages of less than the following: a two-story dwelling house constructed on any of said residential lots shall have a minimum of 2,100 square feet, exclusive of the basement area, with a first floor area, above the basement area, of not less than 1,050 square feet with an attached garage on the first floor level. No such two-story dwelling house shall have a garage on the basement floor level. A one and one-half story dwelling house shall have a total area of not less than 1,600 square feet with an attached garage on the first floor level above the basement level, and shall not contain a garage on the basement floor level. Dwelling houses constructed on a split-entry plan, a ranch plan, a split-level plan or a side-by-side plan shall contain a total of not less than 1,600 square feet on the main level. Dwelling houses constructed on a tri-level plan shall have a total area of not less than 1,750 square feet. That said areas are exclusive of porches or attached garages. Each house shall have a garage for not less than two automobiles.

ARTICLE 174

7. Structures. All homes built within the Pepperwood Addition and Pepperwood Heights shall have an insulating sheathing between the outer siding and wall framing members unless specific exemption is obtained from the City. Homes shall be insulated to the following minimum standards, unless in the case of vaulted ceilings or cathedral ceilings per one of the ceiling slopes to the outside wall shall not have the necessary room to meet the following minimum standards: Outside walls and ceiling above garage, where finished living area exists above the garage shall be insulated to a minimum of R-19; walls between garage and basement of or between garage and finished living area shall be insulated to a minimum of R-13; ceilings except as previously exempted shall be insulated to a minimum of R-30.

8. Yards. The title holder of each lot, vacant or improved, shall keep his lot or lots free from weeds and debris.

9. Moved Dwellings. Dwellings constructed in any other addition or location shall not be moved to any lot within this addition.

10. Sidewalks. Portland Cement Concrete gutter sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalks shall be placed four feet back of the street curb line.

11. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property shall conform to the zoning requirements of the City of Omaha and the building code requirements of the City of Omaha.

12. Removal of Debris. Upon completion of the construction of any dwelling house or building on the above lots, the construction debris must be removed from the area of the Pepperwood Addition and Pepperwood Heights. No owner or occupant of any dwelling house within the Pepperwood

WA 704-175

Addition of Pepperwood Heights shall mean, but not limited to, any trash, refuse, paper or other items on any lot in the Pepperwood Addition and Pepperwood Heights. No portion of trash can or container or fuel tank shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivisions.

13. Signs. 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 signs shall be permitted temporarily.

14. Boats and Trailers. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure.

15. Outside Antennas Prohibited. No outside radio, television, ham broadcasting 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.

16. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick or stone.

17. Written Approval from Developer. No structure of any kind, including fences, shall be erected, allowed or placed on any lot in these subdivisions until written approval thereof has been obtained from the developer. All structures shall be designed and used in conformity with existing structures, topography and lot grades and in harmony with existing structures. Further, all retaining walls, including

DOK 704 page 176

location, type of wall, height and materials, shall not be constructed on any lot in these subdivisions until written approval thereof has been obtained from the Developer. The approval or disapproval of the Developer or its designee as required in these Covenants shall be in writing. Failure of Developer or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan shall operate to release such building plot from the provisions of this paragraph.

18. Cable Television Line Easements. A perpetual license and easement is hereby reserved in favor of the Developer, its successors and assigns, to erect, operate, maintain, repair and renew, or contract for the erection, installation, operation, maintenance and repair of underground conduit, wires and/or cable for the carrying and transmission of cable television service over, upon and below a five foot (5') strip of land adjoining the rear and side boundary lines of said lot in said additions, said license is granted for the use and benefit of all present and future owners of lots in said additions; provided, however, that said side lot easement is granted upon the specific condition that if cable television lines are not installed along any of said lot lines within forty-eight (48) months of the date hereof, or if any underground television cable lines are constructed but are thereafter removed without replacement within sixty (60) days after removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

19. Power and Telephone Easements. 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, operate, maintain, repair and renew underground conduit and

BOOK 704 PAGE 177

wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message service over, upon and below a five foot (5') strip of land adjoining the rear and side boundary lines of said lots in said additions; said license is granted for the use and benefit of all present and future owners of lots in said additions; provided, however, that said side lot easement is granted upon the specific condition that if both of said utility companies fail to construct underground conduit and wires along any of said lot lines within forty-eight (48) months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways and provided further, the above easement is subject to the right of Developer to install or contract for the installation of lines for cable television within the above described easement area as set forth in paragraph 18 above.

20. Remedy on Violation. If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him or them from so doing or to recover damages for such violation.

21. Severability. Invalidity of any one of those covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. Binding on Successors. The covenants and restrictions herein contained shall run with the land, and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of the covenants

704 PAGE 178

herein contained is several and separate from the other covenants, and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

23. Enforcement by Developer. Nothing herein contained shall in any way be construed 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.

24. Assignment by Developer. The rights, powers and responsibilities of the Developer as outlined and contained in this Agreement may be assigned and delegated by Pepperwood Joint Venture.

25. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the right to amend, modify or supplement all or any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds, Douglas County, Nebraska.

26. Waiver for Hardship. Until such time as all lots are improved, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other just cause.

27. Park Area. Lot 395, Pepperwood, shall be used for park purposes only and those activities which conform to using such lot as a park. Notwithstanding any of the foregoing provisions, the owner of Lot 395, Pepperwood, may install park equipment which conforms and is consistent with its use as a park area for the residents within the addition. The owner of Lot 395, Pepperwood, in its discretion, may limit the use of the park area to owners, and guests of owners, within the Pepperwood Subdivision, which includes said Pepperwood Heights.

IN WITNESS WHEREOF, Pepperwood Joint Venture, a Nebraska limited partnership, being the owner and Developer

704 PAGE 179

of all said real estate executed these covenants this
day of ~~November~~ ^{January}, 1984.

ATTEST:

PEPPERHORN JOINT VENTURE

By Nebraska Investment Services, Inc.,
a Nebraska corporation, Joint
Venturer,

By Richard E. Seaton
Vice President

By HSA Enterprises, a Nebraska partnership,
Joint Venturer,

Royal Realty, a Nebraska partnership,
Partner,

By Bernard B. Seaton
Partner

and

CBS Investment, Inc., a corporation,
Partner,

By Richard E. Seaton
President

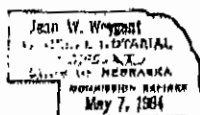
WITNESSES:

ATTEST:

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 11th day of ~~November~~ ^{January}, 1984 before me, a Notary
public duly commissioned and qualified in and for said
County and State, personally came Richard E. Seaton,
president of Nebraska Investment Services, Inc. to me personally
known to be the identical person who signed the foregoing
instrument, and acknowledged the execution thereof to be his
voluntary act and deed as such officer, and the voluntary
act and deed of said Corporation.

Witness my hand and notarial seal the day and year
last above written.



Jean W. Wiggan
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

704 PAGE 180

On this 11th day of November, 1984, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Barry A. Smith general partner of Royal Realty, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such partner, and the voluntary act and deed of said general partnership.

Witness my hand and notarial seal the day and year last above written.

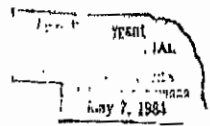


Jean W. Wymant
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 11th day of November, 1984, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Barry A. Smith president of CBS Investments, Inc. to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal the day and year last above written.



Jean W. Wymant
Notary Public

H. Smith

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Book 200
Page 171
of 180

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CORRECTION
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MIA 707 REC 697

Dated 3/26/84
Filed 4/2/84

AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, Pepperwood Joint Venture, a Nebraska limited partnership, (hereinafter referred to as "Developer"), pursuant to Paragraph No. 25 of the Protective Covenants dated January 11, 1984 and recorded on January 26, 1984 in Book 704, Page 172 of the Miscellaneous Records of the Register of Deeds, Douglas County, Nebraska, do hereby amend said Protective Covenants as follows upon the following described properties:

Lots 314 through 680, inclusive, in Pepperwood, a subdivision in Douglas County, Nebraska as surveyed, platted and recorded; and

Lots 1 through 53, inclusive, in Pepperwood Heights, being a Replat of Lot 313, in Pepperwood, a subdivision in Douglas County as surveyed, platted and recorded.

Said Protective Covenants are hereby amended as follows:

1. That Paragraph No. 26 of the Protective Covenants entitled "Waiver For Hardship" is hereby amended to read as follows:

26. Waiver For Hardship. Until such time as all lots are built upon, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other just cause. This waiver must be in writing and executed by the Developer.

2. That the following Paragraph No. 28 is hereby added to the Protective Covenants:

28. Waiver of the Square Footage Provisions of Paragraph No. 6. Until such time as all lots are built upon, Developer shall have the right in its discretion to waive any one or more of the square footage requirements set forth in Paragraph No. 6 of the Protective Covenants entitled "Area". This waiver must be in writing and executed by the Developer.

3. Except as to those provisions amended above, and as to those provisions added above, the Protective Covenants shall in all other respects remain the same.

BOOK 707 PAGE 698

IN WITNESS WHEREOF Pepperwood Joint Venture, a Nebraska limited partnership, hereby executes and acknowledges these Amendments to Protective Covenants this 20th day of March, 1984.

ATTEST:

ATTEST:

ATTEST:

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 20th day of March, 1984 before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Karl E. Dickman, Assistant Vice President of Nebraska Investment Services, Inc. to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal the day and year first above written.

 **KARL E. DICKMAN** - Notary Public
My Comm. Exp. 10. 25, 1987

PEPPERWOOD JOINT VENTURE

By Nebraska Investment Services, Inc.,
a Nebraska corporation, Joint
Venture,

By Karl E. Dickman
Assistant Vice President

By BE&W Enterprises, a Nebraska partnership, Joint Venture,

By Carol Kelly, a Nebraska partnership,
Partner,

By Karl E. Dickman
Partner,

and

By CBS Investment, Inc., a corporation,
Partner,

By Karl E. Dickman
President

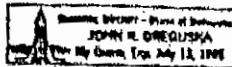
Karl E. Dickman
Notary Public

BOOK 707 PAGE 699

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 13 day of MARCH, 1984, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came ROBERT A. BILLY, general partner of Royal Realty to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such partner, and the voluntary act and deed of said general partnership.

Witness my hand and notarial seal the day and year last above written.

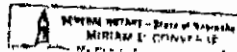


John H. Greguska
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 28 day of MARCH, 1984 before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came J. A. Smith, president of CWS Investments, Inc. to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal the day and year last above written.



Miriam E. Connerly
Notary Public

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DOUGLAS COUNTY, NEB.

Book 707
Page 697
of 712

Fee 2.25
Index 1.00
Comps 1.00
Total 4.25

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