

LOUIS A. SEMINARA, TRUSTEE : PROTECTIVE COVENANTS AND
: RESTRICTIONS
TO : DATED AUGUST 15, 1978
WHOM IT MAY CONCERN :

Louis A. Seminara, Trustee, as owner of Lots 1 through 261, inclusive, in Rose Garden Estates, a Subdivision in Douglas County, Nebraska, does hereby state, publish and declare that all of said lots are and shall be owned and held under and subject to the covenants, conditions and restrictions set forth below:

- 1) The covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
- 2) If the owner of any lot or his heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot to bring any legal proceeding against such person violating or attempting to violate such covenants, either to prevent him or them from so doing, or to recover damages or other compensation due for such violation; but, this instrument shall not be construed as placing any liability or obligation for enforcement upon the undersigned. Invalidity of any one of the covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect. Failure to enforce any of the covenants in a timely manner shall not be deemed a waiver of same.
- 3) The above described 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 owner thereof for church, educational, charitable or recreational purposes.
- 4) Said single-family residences shall not exceed two stories in height and shall have a minimum of a double side-by-side attached or double side-by-side under house or double side-by-side detached garages.
- 5) No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefor and a plot plan showing location and elevations of such structure have been submitted to Louis A. Seminara, Trustee, or any other person or entity designated by him, and shall have received the prior written approval of said Louis A. Seminara, Trustee, as to conformity and harmony of design, location and grade, with then existing structures on other lots in said subdivision. The provisions of this paragraph shall be in effect from the date hereof until Louis A. Seminara, Trustee, his successors or assigns shall file in the office of the Register of Deeds of Douglas County, Nebraska, a written release of said provisions. The term "structure" as used herein

refers to and includes constructed or erected buildings, the use of which requires location on the ground or attachment to something located on the ground. Failure of Louis A. Seminara, Trustee, to approve or disapprove such plans, specifications, and plot plan for any reason whatsoever, within thirty (30) days after submission thereof to him shall operate to release such lot from the provisions of this paragraph.

- 6) That 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. Outside trash containers are prohibited, and outside burning of trash of any kind is prohibited.
- 7) No trailer, motor home, basement, tent, shack, garage, barn or other outbuilding erected on the tract 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.
- 8) Where lots are improved with single-family dwellings, the following minimums shall be required:
 - a) One-story, bi-level, split-level, step-up, or split entry homes, 1,250 square feet; 1½-story or higher homes, 1,000 square feet for finished living areas, exclusive of open porches, breezeways, garages and finished basements; and
 - b) Tri-level, 1,650 square feet for finished living areas, including finished basements, but exclusive of open porches, breezeways and garages.
- 9) Foundation walls shall be constructed of brick, concrete block or poured concrete. If constructed of concrete block or poured concrete, such walls shall be faced or veneered on all front elevations and side elevations which face a street with brick, stone, or any other product approved by Louis A. Seminara, Trustee. No concrete blocks shall be exposed on exterior fireplaces. All chimneys must be of masonry materials, and shall be faced or veneered with brick, stone or any other product approved by Louis A. Seminara, Trustee.
- 10) After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling is built shall be graded and seeded or sodded.
- 11) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes.
- 12) No filling materials shall be brought in and used on any lot, except unmixed earth, stone, gravel or sand. Earth removed from building lots must be utilized within the subdivision at the discretion of Louis A. Seminara, Trustee.

- 13) All lawns, trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner. The owner reserves the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, removing dead or unsightly portions thereof, and repairing walls or other appurtenant structures whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the owner of the existence of the objectionable condition. Any expenses for such work are chargeable to the lot owner.
- 14) Sidewalks will be constructed at the same time of the building of the improvements, and shall be four feet wide, and shall be set in four feet back of the curb.
- 15) No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets, after improvements have been constructed on any lot.
- 16) No sign, billboard or other structure for any advertising or display of advertising materials 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 trade or profession therein without the permission in writing of the owner.
- 17) Any grade change exceeding eighteen inches (18") must have the approval of Louis A. Seminara, Trustee.
- 18) With the prior approval of Louis A. Seminara, Trustee, any owner of a lot may initiate requests to the appropriate governmental agency in order to secure a release from the established zoning requirements. However, Louis A. Seminara, Trustee, shall not have the right to approve a request for rezoning of any lot in this area.
- 19) Automobiles parked outside in the subdivision, or upon its streets, must be in operating condition, or said cars may be towed away at the owner's expense upon the request or act of any landowner in the subdivision. All automobiles must be parked either indoors or on concrete slabs or drives if parked outside. All repair work on automobiles must be done indoors. All boats and recreational vehicles must be parked or stored indoors so as not to be visible from the outside.
- 20) No fences shall be permitted to be erected or maintained in front of the main residential structure.
- 21) No outside radio, television, ham broadcasting or any other electronic antenna, aerial or advertising materials, shall be erected or placed on any structure or on any lot, except such model homes used by the owner, his agents or assigns for display and sale of homes in the subdivision.
- 22) A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District and

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Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and 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 services over, upon and under a five foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within said subdivision.) Said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said 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 lot lines within thirty-six (36) months of the date hereof, or if any poles or wires are constructed but hereinafter removed without replacement within sixty (60) days after their removal, then the said side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways.

23) Louis A. Seminara, Trustee, reserves, and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots in cases where, in his discretion, he deems such modification or waiver to be necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by him.

24) All rights, powers, and privileges herein reserved or vested in Louis A. Seminara, Trustee, shall in all respects inure and apply to all persons or entities designated by him, or to his respective successors and assigns, so long as such rights, powers and privileges are specifically assigned by him.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 15 day of August, 1978.

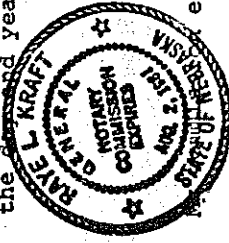
STATE OF NEBRASKA)

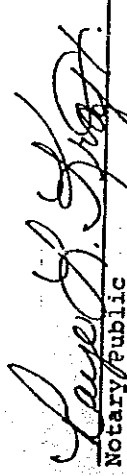
: ss.
COUNTY OF DOUGLAS)


Louis A. Seminara, Trustee

On this 15 day of August, 1978, before me, a Notary Public duly commissioned, qualified for and acting in and for said county and state, personally appeared the above named LOUIS A. SEMINARA, TRUSTEE, to me known to be the identical person whose signature is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed, and his voluntary act and deed as such Trustee.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, the 15 day and year last above written.




Notary Public

My commission expires: August 2, 1981

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F. HAROLD SMITH
CLERK OF DISTRICT COURT

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