

79-5267

BOOK 508 PAGE 171

DECLARATION  
OF  
PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The Undersigned, Edward E. Wilczewski - Hawkins Invest-  
ment Company, Inc., Limited Partnership No. 1, Joint Venture  
(hereinafter sometimes referred to as "Joint Venturers"), being  
the owners of all of Lots 1 through 19, 23 through 47, 49 through  
60, 77 through 82, 89 through 173, 175 through 209, all inclusive,  
The Knolls, a Subdivision, located in Douglas County, Nebraska, all  
as surveyed, platted and recorded in Douglas County, Nebraska, do  
hereby make and declare and publish that the said lots referred to  
are or shall be owned, conveyed, and held under and subject to  
the following conditions and restrictions, for the purpose of  
controlling, governing and regulating the ownership, encumbrance,  
use and occupancy of said lots, to-wit:

1. All of said lots above described, now and in the future,  
shall be used only for single family residential lots, and not more  
than one single family dwelling with garages attached, shall be  
erected, altered, placed or permitted to remain on any one of said  
lots and such dwelling shall not exceed two stories in height together  
with a private garage, and attached breezeways, provided, however,  
that it shall be permissible to use an area greater than one lot  
as the site for one said residential building together with private  
garages, attached breezeways and other out buildings incidental to  
residential use. No out buildings or non-attached garages shall be  
constructed on any lot. The term "lot" as used herein shall mean  
a lot as now platted, the total width of which, at the front line of  
either of the lots comprising a part of such parcel. All homes  
constructed on said lots must have two car garages. The Joint  
Venturers reserve the right to waive this requirement in the event  
that it can be shown that the size or shape of the lot will not  
accomodate a house meeting the requirements of these covenants with  
a two car garage. All homes constructed on said lots must have  
completed at the time of occupancy two full baths.

~~NO SID~~ Douglas-OTHK-The Knolls

2. No single family dwelling shall be erected or placed on any lot which has an area of less than seventy-five hundred (7,500) square feet, except that in the cases of lots one (1) through nineteen (19), inclusive, no single family dwelling shall be erected or placed on any lot which has an area of less than ten thousand (10,000) square feet. No such building shall be located on any of said lots nearer than thirty five (35) feet to the front lot line of any lot nor shall any such dwelling, except a detached garage, be located nearer than seven (7) feet from any sideline of any lot. On corner lots used for single family dwellings, regardless of which way the dwelling faces, one street side yard shall comply with the above front yard requirements, and the other street-side yard shall be not less than one-half of the applicable front yard requirement. For the purposes of this paragraph, eaves, steps and open porches shall not be considered as a part of a dwelling, provided, however, that no part of any structure shall be permitted to encroach upon or hang over a lot owned by a person other than the owner of the lot on which such building is located. In the event that the Board of Appeals or other appropriate governmental authority, permits a lesser lot area or front or side yard for any lot, then the above restrictions as to such lot shall be automatically superseded by the action of said Board of Appeals or other appropriate governmental authority.

3. The ground floor enclosed area of every single floor dwelling, including but not limited to ranch, split-level, step-up and raised ranch homes, exclusive of open porches, open breezeways, basements and garages, shall not be less than one thousand two hundred (1,200) square feet; provided, however, that a true two story home shall not have less than one thousand (1,000) square feet. The ground floor enclosed area of any two story or one and one-half story homes, exclusive of open porches, open breezeways, basements and garages shall not be less than one thousand (1,000) square feet.

4. 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 the Joint Venturers, and shall have received the prior written approval of the Joint Venturers, 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 the Joint Venturers, or their 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 anything constructed or erected the use of which requires location on the ground or attachment to something located on the ground. Failure of the Joint Venturers to approve or disapprove such plans, specifications and plot plan for any lot within 30 days after submission thereof to the Joint Venturers shall operate to release such lot from the provisions of this paragraph.

5. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, and their respective successors and assigns, to place, install, erect, operate, maintain, repair, replace and renew underground cables and conduits or poles with necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities, and in connection therewith to extend wires for the carrying and transmission of electric current for light, heat, and power and for telephone, telegraph, and message service over, under, through and upon a five foot strip of land adjoining the rear and side boundary lines of all lots in 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 sideline easement is granted upon the condition that

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5. 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 lot shall be used or maintained as a dumping ground or place for rubbish, trash, garbage or other waste. All incinerators, containers, and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be placed only in the rear yard.

7. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence either temporarily or permanently. Dwellings constructed in another addition or location shall not be moved to any lot within this subdivision. No prefabricated or modular housing shall be erected on the premises burdened hereby. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No fence shall be erected or permitted to remain on any lot in front of the minimum building setback line applicable thereto. No trailers, cars or campers shall be stored on the said lots, unless garaged during such periods said trailer, car or camper is not in use.

8. Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot. Sidewalks shall be placed in such a manner that the sidewalk extends from four feet to eight feet from the curbline adjacent to the said sidewalk. All sidewalks shall be located and

constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof. All exposed foundations of each improved lot shall be bricked or stoned, provided that brick formed foundations or poured foundations shall meet the requirements of this sentence. In the event that brick formed or poured foundations should be employed, then all exposed foundations of houses constructed on said lots shall be painted in such color or colors as to harmonize with the paint, stain, or color of the house so constructed.

9. Each lot shall, where not improved by buildings or paving, be sodded contemporaneously with the completion of improvements on the premises. Additionally, a minimum of five (5) deciduous bearing trees shall be planted upon the lot upon the completion of the construction of the improvements, upon the premises provided that at least two of said trees shall be implanted in the front yard of the lot. Furthermore, a minimum of seven (7) other bushes or shrubs shall be planted upon the lot upon the completion of the construction of the improvements upon the premises, all of which trees, bushes or shrubs shall be planted in the front yard of the lot. All such sodding, trees, bushes or shrubs shall be adequately maintained upon the premises.

10. All plumbing, electrical wiring, telephone service, or any other service connecting the house constructed on the premises to any public utility service shall be placed and located underground.

11. The provisions herein contained shall be binding inure to the benefit of and apply to the undersigned, their respective successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots until January 1, 1992, at which time said provisions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their respective successors and assigns, or their grantees, whether immediate or remote shall be executed and delivered subject

to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions and proceedings at law, or in equity, to prevent or restrain such violation, to recover damages therefor, and to have such other relief and remedies as law or equity may allow.

12. The provisions herein contained are in pursuance of a general plan of improvement and development; each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision. The Joint Venturers reserve, 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 the Joint Venturer's discretion, the Joint Venturers deem 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 the Joint Venturers.

13. All rights, powers, and privileges herein reserved by or vested in the Joint Venturers shall in all respects inure and apply to the Joint Venturers, respective successors and assigns, so long as such rights, powers, and privileges are specifically assigned by the Joint Venturers and provided further that any action required hereunder may be taken and shall be sufficient if undertaken by either Joint Venturer.

14. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions.

Dated this 16 day of March, 1973.

WITNESS:

*[Handwritten signature]*  
\_\_\_\_\_

EDWARD E. WILCZEWSKI

*[Handwritten signature]*  
\_\_\_\_\_

ATTEST:

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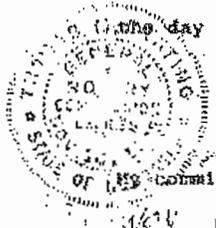
HAWKINS INVESTMENT COMPANY, INC.,  
LIMITED PARTNERSHIP NO. 1 by  
Hawkins Investment Company, Inc.,  
a Nebraska corporation, General  
Partner.

By *[Handwritten signature]*  
\_\_\_\_\_  
ITS PRESIDENT

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 16 day of March, 1972, before me,  
a Notary Public, personally appeared Edward E. Wilczewski, who  
is personally known to me to be the identical person who sub-  
scribed the foregoing Declaration of Protective Covenants and  
acknowledged the execution thereof to be his voluntary act and  
deed.

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



Thomas M. Kuntz  
Notary Public

My commission expires:

March 14, 1973

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 16 day of March, 1972 before  
me a Notary Public in and for said County and State personally  
appeared Robert D. Bennett  
of HAWKINS INVESTMENT COMPANY, INC., who is personally known to  
me to be the identical person who subscribed the foregoing  
Declaration of Protective Covenants and acknowledged the  
execution thereof to be his voluntary act and deed and the voluntary  
act and deed of the corporation.

WITNESS my hand and seal at Omaha, Nebraska, the day  
and year first above written.

Samuel J. Bennett  
Notary Public

My commission expires:

March 25, 1973

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
26 DAY OF March 1972, 3:06 P.M. S. MARSHALL CESTER, REGISTER OF DEEDS

6892

74-5204/ etc 81-744/ etc  
ASSIGNMENT and RENUNCIATION

This ASSIGNMENT and RENUNCIATION, made January 4, 1975, by

THE EDWARD E. WILCZOSKI-HAWKINS INVESTMENT  
COMPANY LIMITED PARTNERSHIP NO. 1 - JOINT  
VENTURE, a Nebraska joint venture with an office  
in Douglas County, Nebraska, hereinafter called  
"Assignor".

WITNESSETH: THAT,

Whereas Assignor, then owning all of Lots 1 through 19, 23 through 47, 49  
through 60, 77 through 87, 95 through 123, 125 through 321. The Knolls,  
a subdivision in Douglas County, Nebraska, as surveyed, platted, and  
recorded, hereafter called "Knolls first phase lots", has heretofore provided,  
pursuant to a certain Declaration of Protective Covenants executed March  
16, 1973, and recorded at Pages 177 through 177 of Book 508 of the Miscellaneous  
Records of the Register of Deeds of Douglas County, Nebraska, that said  
Knolls first phase lots will be subject to conditions and other terms  
appropriate, convenient, or necessary to preserve and promote their private  
residential character in conformity to and coordination with a general plan  
of development and improvement and, further, that all rights, powers, and  
privileges reserved by or vested in Assignor as to said Knolls first phase  
lots will be subject to specific assignment;

Whereas Assignor, then owning all of Lots 1 through 100 and Lot 191. The  
Knolls and addition, a subdivision in Douglas County, Nebraska, as surveyed,  
platted, and recorded, hereafter called "Knolls second phase lots", has  
heretofore provided, pursuant to a certain Declaration executed August 13,  
1973, and recorded at Pages 329 through 331 of Book 516 of the Miscellaneous  
Records of the Register of Deeds of Douglas County, Nebraska, that said  
Knolls second phase lots will be subject to conditions and other terms  
appropriate, convenient, or necessary to preserve and promote their private  
residential character in conformity to and coordination with a general plan of  
development and improvement and, further, that all rights, powers, and  
privileges reserved by or vested in Assignor as to said Knolls second phase  
lots will be subject to specific assignment;

Whereas The United States National Bank of Omaha, a national banking corporation  
with an office in Douglas County, Nebraska, hereinafter called "Bank", has  
heretofore acquired, pursuant to a certain Special Warranty Deed executed  
March 14, 1973, and recorded at Pages 571 through 571 of Book 518 of the  
Deeds Books of the Register of Deeds of Douglas County, Nebraska, ownership  
of most of said Knolls first phase lots and Knolls second phase lots;

Whereas The Knolls Property Owners Association, Inc., a Nebraska nonprofit  
corporation with an office in Douglas County, Nebraska, hereinafter called  
"Association", has heretofore been organized by Assignor, pursuant to said  
Declaration executed August 13, 1973, for the purpose of and to said Knolls  
second phase lots of the addition and their lots therein appropriate,  
convenient, or necessary to preserve and promote the private residential  
character thereof in conformity to and coordination with said general plan  
of development and improvement;

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Now, therefore, in consideration of the matter herein recited and the consent to this assignment by Bank, Assignor does hereby

ASSIGN to Assignee the property described as follows, to-wit:

1. All of the interest, right, and title together with all claims to and property in, all of those rights, powers, and privileges reserved or vested in Assignor as enumerated in Paragraphs 6 and 12 or contained in any other provision or provisions of said Declaration of Protective Covenants executed March 16, 1972, to the full extent permitted by Paragraph 12 or any other provision or provisions thereof to be assigned; and

2. All of the interest, right, and title together with all claims to and property in, all of those rights, powers, and privileges reserved or vested in Assignor as enumerated in Section 11, Article VI, and Section 6, Article VII, or contained in any other provision or provisions of said Declaration executed August 2, 1971, under Section 7, Article I, and Section 2(b), Article III, to the full extent permitted by Section 7, Article I, or any other provision or provisions thereof to be assigned; and

Assignor does, further, hereby

RENUANCE unconditionally the property described as follows, to-wit:

All of the interest, right, and title, together with all claims to and property in, the shares of the bank under Section 7, Article I, and also the shares of Declarant Member consisting to more than one vote held by said family second phase lots under Section 2(b), Article III, of said Declaration executed August 13, 1973.

IN WITNESS WHEREOF, Assignor has executed this Assignment and Subscription at Omaha, Douglas County, Nebraska.

WILLIAM WASH. F. WILCOX-BANK AND INVESTMENT COMPANY LIMITED PARTNERSHIP (INC. A JOINT VENTURE) By William Investment Company Limited Partnership Inc. By William Investment Company, Inc.

Robert A. Bloechle, Vice President, Secretary, General Manager, and

Joint Venturers and



STATE OF NEBRASKA )  
COURT OF DEEDS )

Before me, a County Clerk qualified for said County, personally appeared Edward E. Wilczewski, one of the joint venturers of The Edward E. Wilczewski-Hawkins Investment Company Limited Partnership No. 1 - Joint Venture, a Nebraska joint venture, and Kathleen L. Wilczewski, his wife, known to me to be the officer and identical individuals who executed the foregoing Assignment and Renunciation, acknowledged the execution thereof to be their respective voluntary act and deed and the voluntary act and deed of said joint venture and declared the execution and delivery thereof to be duly authorized by said joint venture.



Witness my hand and Notarial Seal at Omaha, Nebraska, this January 27 1976.  
*[Signature]*  
Henry Hubick

My Commission Expires April 1976

CONSENT

The undersigned, being lawfully duly authorized, hereby consents to the foregoing Assignment and Renunciation.

DATED at Omaha, Nebraska County, Nebraska, on January 27, 1976.

THE UNITED STATES NATIONAL BANK  
OF OMAHA

By *[Signature]*  
Robert H. Co...  
Its Vice President  
and

*[Signature]*  
Kathleen A. Nichols,  
Real Estate Banking Officer

Bank

ENTERED IN PUBLIC RECORDS AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN SOUTHWEST CORNER, NEBRASKA  
ON March 16 1976 AT 9:07 AM L. MARGA DILLON, REGISTER OF DEEDS

106-25

RECORDED IN PUBLIC RECORDS AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN SOUTHWEST CORNER, NEBRASKA