

Metro T-S 0034

60-3001

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GREGG ROAD PLACE
LOTS 1 THROUGH 24, INCLUSIVE

THIS DECLARATION made on the date hereinafter set forth
by GREGG ROAD PARTNERSHIP, hereinafter referred to as the
"Declarant".

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of the following
described real property:

Lots 1 through 24, inclusive, Gregg Road Place, a
subdivision as surveyed, platted and recorded in
Sarpy County, Nebraska, and

WHEREAS, the Declarant will convey said lots, subject to
certain protective covenants, conditions, restrictions,
reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of
the lots described above shall be held, sold and conveyed subject to
the following easements, restrictions, covenants, and conditions,
all of which are for the purpose of enhancing and protecting the
value, desirability and attractiveness of said lots. These
easements, covenants, restrictions and conditions shall run with
said real property and shall be binding upon all parties having or
acquiring any right, title or interest in the above described lots
or any part hereof and they shall inure to the benefit of each owner
thereof.

ARTICLE I.

DEFINITIONS

A. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to
any lot which is a part of the Properties, including contract
sellers, but excluding those having such interest merely as security
for the performance of an obligation.

B. "Properties" shall mean and refer to that certain
real property hereinbefore described.

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RECORDS & DEEDS

C. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties.

D. "Declarant" shall mean and refer to GREGG ROAD PARTNERSHIP, its successors and assigns.

ARTICLE II.

ARCHITECTURAL CONTROL

A. No dwelling, fence, other than fences constructed by Declarant, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, gazebo, tree house, swimming pool, flag pole, solar collecting panels or equipment, air conditioning equipment, wind-generating power equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation or tree removal be commenced without express written prior approval of the Declarant.

B. The Declarant shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. The Declarant specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Declarant. Submittals for the approval shall be made in duplicate. One copy will be returned to the applicant and one copy will be retained as part of the permanent records of the Declarant. Each applicant shall submit to the Declarant the following documents, materials and/or drawings:

1. Site plan indicating specific improvement and indicating lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Declarant as required in these Covenants, shall be in writing. Failure of the Declarant to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall constitute Declarant approval. This Article II shall terminate at such time as Declarant no longer owns any of the Properties.

ARTICLE III.

RESTRICTIONS FOR SINGLE FAMILY RESIDENTIAL DWELLINGS

A. The Lots shall be used only for single family residential dwelling purposes and no Lot shall contain more than one (1) detached, single family dwelling.

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family dwelling referred to above.

C. All dwellings shall have a minimum living area of 1200 square feet. Living area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story provided it is essentially below grade on three sides. All

dwellings shall have enclosed, side-by-side, two (2) car garages minimum.

D. Exposed portions of the foundation on the front of each dwelling are to be covered with brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be covered with concrete block. Exposed portions of the foundation on the sides or rear not facing a street of a dwelling located on a corner lot and the exposed portion of the foundation on the sides and rear of every other dwelling shall be painted concrete block, or painted wood siding.

E. No fences may be built forward of the rear-most wall of the house and, under no circumstances, closer to any adjoining street than the property line. All fence construction shall be subject to the approval of the Declarant referred to above.

F. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

G. No primary flat or mansard roof shall be permitted on any dwelling.

H. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Bellevue and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

I. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

J. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

K. No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Detached accessory buildings are not permitted.

L. No television or radio antennas or satellite dishes shall be permitted on any Lot.

M. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any other part of the Lot, outside of the garage, for seven (7) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile

homes, motorcycles, snowmobiles or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

N. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing.

O. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

P. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Further, home occupations, as defined in the Zoning Code of the Municipal Code of the City of Bellevue, Nebraska shall not be permitted to take place within any of the residential dwellings.

Q. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

R. Vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Declarant.

S. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Declarant.

T. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or its agents, in the development of Gregg Road Place.

U. All driveways shall be constructed of concrete, brick or asphaltic concrete.

V. None of said Lots shall be subdivided, split or in any manner combined with any other Lot or portion of any other Lot, unless the resulting parcel shall contain at least as much area as the smallest of the Lots used in assembling the resulting parcel.

W. The front, side and rear yards of all Lots shall be sodded. No trees shall be planted in the dedicated street right-of-way located between the pavement and the Lot line. All yards shall be sodded and within one (1) year from the date the foundation for the residence on the Lot was completed.

ARTICLE IV.

EASEMENTS AND LICENSES

A. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, the City or County franchised cable television firm and to the Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under a five (5) foot strip of land adjoining the front and side boundary lines of said Lots; an eight (8) foot strip of land adjoining the rear boundary lines of all interior Lots; and a sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior Lots. The term exterior Lots is herein defined as those lots forming the outer perimeter of the above described addition. Said sixteen (16') foot wide easement will be reduced to an eight (8') foot wide strip when the adjacent land is

surveyed, platted and recorded if said sixteen (16') foot easement is not occupied by utility facilities and if requested by the owner; and license being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if any said utility companies fail to construct wires or conduits along any of the said lot lines within thirty-six (36) months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementway, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V.

GENERAL PROVISIONS

A. The Declarant, or its assigns, or any owner of a Lot named herein shall have the right to enforce by proceeding at law in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety (90%) percent of the Lots covered by this Declaration.

C. Invalidation of any one of these covenants by

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judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 24th day of September, 1987.

DECLARANT:

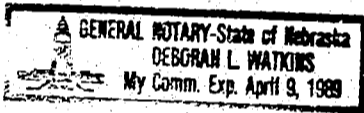
GREGG ROAD PLACE, a Nebraska Partnership

By Gale L. Larsen Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of September, 1987, before me the undersigned, a Notary Public in and for said County and State personally came Gale L. Larsen, known to me to be a Partner of Gregg Road Partnership, a Nebraska partnership, and acknowledged his execution thereof to be his voluntary act and deed and the voluntary act and deed of such partnership.

WITNESS my hand and official seal the day and year last above written.



Deborah L. Watkins
Notary Public