

233-848

HEIDI HOLLO

PROTECTIVE COVENANTS

The undersigned, BENJAMIN ROGGE and EVELYN J. ROGGE, being the owners, and BENJAMIN ROGGE, being the developer of all lots contained in HEIDI HOLLO (Lots 1-19, inclusive, and Lots 21-43, inclusive), a subdivision in Washington County, Nebraska, do hereby create, adopt, declare and establish the following restrictions and covenants with respect to the following lots contained in HEIDI HOLLO (Lots 1-19, inclusive, and Lots 21-43, inclusive), a subdivision in Washington County, Nebraska, to-wit:

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No buildings 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 and a private garage. 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. None of the lots shall be used for any immoral or illegal purposes.

2. Setbacks and Side Yards. All setbacks, side yards and rear yard requirements shall conform to applicable laws and zoning resolutions of Washington County, Nebraska.

3. Accessory Structure. No structure of a temporary character, trailer, basement, tent, shack, or other outbuildings shall be used or located on any lot at any time, either temporary or permanent, except for one detached building (maximum size being not more than two-thirds (2/3) of the area contained in the residence main living floor space); the exterior of said detached building being of similar construction and material as the exterior of the residence; provided that said detached building shall only be located in the rear yard behind the residence and shall be located not less than twenty-five feet (25') from the residence.

4. Animals. 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 that they are not kept, bred or maintained for any commercial purposes.

5. Fences. Fences shall not be located on any lot nearer to the street than the main residential structure located on said lot except for decorative or architectural fences approved by developer or his assigns.

6. Area. Residential structures shall conform to the following area and related requirements:

A. Construction must be started within a two (2) year period from closing date. Completion of any construction must be within one (1) year from beginning of construction.

B. A one-story residence with attached garage shall contain not less than 1500 square feet of finished living floor space on the main living level (i.e. exclusive of the garage, porches, etc.)

C. A split level residence with attached garage shall contain a total of not less than 1500 square feet of finished living floor space on the two (2) main levels exclusive of any floor space located below one of the levels and exclusive of any floor space located below one of the levels and exclusive of garages, porches, etc.

Recorded _____
Conveyed _____
Notarized _____
Filed _____

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 3575
ENTERED IN PUBLIC INDEX AND FILED FOR RECORD
THIS 9th DAY OF September, A.D. 19 94
AT 3:03 O'CLOCK P. M. AND RECORDED IN BOOK
233 AT PAGE 848-853
COUNTY CLERK (Charlotta Peterson)
DEPUTY (Karen Madson)

- D. A one and one-half or two story residence with attached garage shall contain not less than 1800 square feet of finished living floor space on both floors.
- E. The developer, or his assigns, in his or their full and absolute discretion, may at any time amend, modify or waive the requirements of Paragraph 6 as to any particular lot, lots or for the entire subdivision.
7. Weeds. The title holder of each lot vacant or improved shall keep his lot or lots free from weeds and debris.
8. Moved dwellings. Dwellings constructed in any other addition or location shall not be moved to any lot within this addition.
9. Conform to Zoning. All structures including driveways and sidewalks and patios placed upon the above property shall conform to the zoning requirements of Washington County, Nebraska.
10. 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 HEIDI HOLLO. No owner or occupant of any dwelling house within HEIDI HOLLO shall place upon, burn or dispose of any trash, refuse paper or other items on any lots in HEIDI HOLLO.
11. Motor Vehicles. No automobile, boat, camper, trailer, recreational vehicle or similar chattel shall be stored, parked or maintained on any lot, or any street or road immediately adjacent to any lot, other than in an enclosed structure, for more than seven (7) consecutive days within any calendar year; and no automobile, motorcycle, truck, boat, camper, trailer, recreational vehicle or any other similar chattel, will be repaired, torn down, or stored on any lot, other than in an enclosed structure.
12. Miscellaneous Outside Structures. No outside radio, television, ham broadcasting antenna, satellite dish, or other electronic antenna or aerial shall be erected or placed on any structure or any lot. If used, any such antenna, aerial, satellite dish or other electronic antenna shall be placed in the attic of the residential structure or in any other place in the residential structure where it will be concealed from public view from any side of said residential structure.
13. Architectural Control.
- A. No residence, fence, wall, driveway, patio, patio enclosure, deck, rock garden, swimming pool, solar collecting panels or equipment, air conditioning equipment, wind generating power equipment 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 the express prior written approval of the developer or his assigns.
- B. The developer, or his assigns, 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 and

size and suitability for residential purposes as part of its review procedure. The developer or his assigns specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which is determined not to conform to the general character, plan and outline for the development of HEIDI HOLLO.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale, and shall include:

(i) site plan indicating specific improvement and indicating lot number, street address, grading, surface draining and sidewalks; and

(ii) 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 developer or his assigns as required in these Covenants shall be in writing. Failure of the developer or his assigns to give either written approval or disapproval of the submitted plans within forty-five (45) days after receipt of all documents above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as approval.

14. Utility Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, SID No. 7 of Washington County, and The Blair Telephone Company for power and telecommunications and, furthermore, is reserved in favor of and granted to any suppliers of cable television, natural gas, water service and any other public utilities reasonably necessary for the owners of lots within the subdivision. Said perpetual license and easement shall also be reserved and granted to the successors and assigns of the above-referenced public utilities, for the purpose of erecting, operating, maintaining, repairing and renewing underground conduit wires and pipes for the carrying and transmission of electric current for light, heat and power, water, cable television and for all telephone, telegraph and message service over, upon and below a ten foot (10') strip of land adjoining the rear, front and side boundary lines of said lots in said subdivision; said license and easement is granted for the use and benefit of all present and future owners of lots in said subdivision.

15. Road Maintenance. All improvements, repairs and maintenance of all streets, roads, intersections and other public portions of the subdivision shall be equalized by the Sanitary and Improvement District Board and assessed to lot owners accordingly.

16. Remedy on Violation. If the parties hereto or any of their heirs 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 inequity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation.

17. Severability. In validation of any one of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

18. Binding on Successors. The covenants and restriction 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 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.

19. 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.

20. Assignment by Developer. The rights, powers, and responsibilities of the developer as outlined and contained in these Protective Covenants may be assigned, transferred and delegated, in whole or in part, by the developer, at his option, to the Sanitary and Improvement District Board or such other assignee as the developer may so select.

21. Modification. The developer, or his assigns, shall have the right to modify, amend or to waive partly or wholly the application of any covenant to any lot granted.

Signed this _____ day of August, 1994.

HEIDI HOLLO, A Subdivision in
Washington County, Nebraska

By Benjamin J. Rogge
BENJAMIN ROGGE, Owner

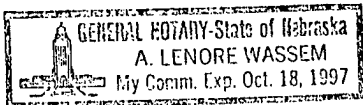
By Evelyn J. Rogge
EVELYN J. ROGGE, Owner

Benjamin J. Rogge
BENJAMIN ROGGE, Developer

STATE OF NEBRASKA)
COUNTY OF Douglas) : ss:

On this 25th day of August, 1994, before me, a Notary Public duly commissioned and qualified in and for said county, personally came EVELYN J. ROGGE, individually and as owner of all of the lots of HEIDI HOLLO, a subdivision in Washington County, Nebraska, to me personally known to be the same and identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal this 25th day of August, 1994.

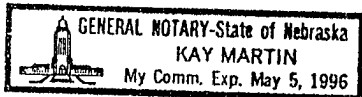


A. Lenore Wassem
Notary Public

STATE OF NEBRASKA)
) : ss:
COUNTY OF WASHINGTON)

On this _____ day of August, 1994, before me, a Notary Public duly commissioned and qualified in and for said county, personally came BENJAMIN ROGGE, individually and as owner of all of the lots of HEIDI HOLLO, a subdivision in Washington County, Nebraska, to me personally known to be the same and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 24 day of August, 1994.

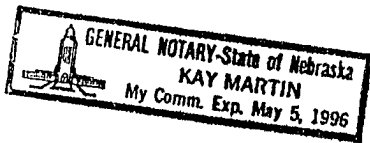


Kay Martin
Notary Public

STATE OF NEBRASKA)
) : ss:
COUNTY OF WASHINGTON)

On this _____ day of August, 1994, before me, a Notary Public duly commissioned and qualified in and for said county, personally came BENJAMIN ROGGE, developer of all of the lots of HEIDI HOLLO, a subdivision in Washington County, Nebraska, to me personally known to be the same and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary acts and deeds.

Witness my hand and notarial seal this 24 day of August, 1994.



Kay Martin
Notary Public

94 SEP - 9 PM 3:03

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

FILED