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BOOK 508 PAGE 171

DECLARATION  
OF  
PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The Undersigned, Edward E. Wilczewski - Hawkins Investment 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, 22 through 47, 49 through 60, 77 through 87, 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.

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

If both said companies fail to install cables, conduits or poles along any such side lot line within 36 months after the date hereof or if any such installation is made but is thereafter removed, without replacement within 60 days after such removal, then said easement shall automatically terminate and become void with respect to such side lot line.

6. 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. All sidewalks shall be placed in such a manner that the sidewalk extends from four feet to eight feet from the curblines 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 homes 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 upon, 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 than 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, 1972.

WITNESS:

[Signature]

EDWARD E. WILCZEWSKI

[Signature]

ATTEST:

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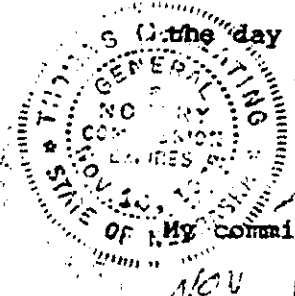
HAWKINS INVESTMENT COMPANY, INC.,  
LIMITED PARTNERSHIP NO. 1 by  
Hawkins Investment Company, Inc.,  
a Nebraska corporation, General  
Partner,

By Robert A. Blachle  
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 subscribed 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 McKelvey  
Notary Public

My commission expires:

NOV 14, 1972

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 DLOFCHLE 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.

Harry L. Dlofchle  
Notary Public

My commission expires:

March 23, 1973

23

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
20 DAY OF March 1972 AT 3:06 P. M. C. HAROLD OSTLER, REGISTER OF DEEDS

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