

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1995:

Lots One (1) through One Hundred Eighty-one (181), inclusive; Lots Two Hundred Eight (208) through Two Hundred Seventeen (217), inclusive; Lots Two Hundred Forty-four (244) through Two Hundred Fifty-one (251), inclusive; Lots Two Hundred Seventy-seven (277) through Two Hundred Eighty-two (282), inclusive; and Lots Three Hundred Seven (307) through Three Hundred Nineteen (319), inclusive, in Chapel Hill, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

A. Said 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 undersigned for church, educational or charitable uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot" as hereinafter defined, other than one detached single-family dwelling not to exceed two-and-one-half stories in height, a private garage, attached breezeways and other out-buildings incidental to residential uses.

C. No residential structure shall be erected or placed on any building plot which has an area of less than nine thousand (9,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than twenty-five feet to the rear lot line nor nearer than forty feet to the front lot line, except that on the following lots a building may be located thirty-five feet from the front lot line: Lots Seventy-seven (77) through Eighty-nine (89), inclusive; Lots One Hundred Twenty-eight (128) through One Hundred Thirty-Four (134), inclusive; and Lots One Hundred Sixty-seven (167) through One Hundred Seventy-seven (177), inclusive. No building shall be located nearer than ten feet to any side line of any building plot. On corner lots used for residential purposes, 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.

D. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind except

residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All plots shall be kept free of all types of trash and debris.

E. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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. No structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans.

F. Prior to commencement of construction of any structures, the plans and specifications therefor (including elevations) must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. On Lots 1 through 8 and Lots 12 through 152, a portion of the outside walls of each dwelling must be constructed of or faced with brick, natural stone or roman rough masonry to the extent that the area of brick, masonry or stone shall equal at least 50 per cent of the total exposed wall surface area (above foundation but excluding garage door openings and gable ends) of the front, right and left elevations of said dwelling. On all lots described in Paragraph G (3) below, the said area of brick, masonry or stone shall equal at least 50 per cent of the total exposed wall surface area of the front elevation (above foundation, but excluding garage door openings and gable ends).

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes on the following lots:

1) On Lots 1 through 6; Lots 12 through 139: 1400 square feet for one-story dwellings, 1300 square feet for split-level dwellings and 1100 square feet for one-and-one-half or two-story dwellings.

2) On Lots 7 and 8 and Lots 140 through 152: 1300 square feet for one-story dwellings, 1200 square feet for split-level dwellings and 1050 square feet for one-and-one-half or two-story dwellings.

3) On Lots 9, 10, 11, Lots 153 through 181, Lots 208 through 217, Lots 244 through 251, Lots 277 through 282, Lots 307 through 319: 1200 square feet for one-story dwellings, 1100 square feet for split-level dwellings and 1000 square feet for one-and-one-half or two-story dwellings.

(On split-level dwellings, the "ground floor" shall be deemed to include all living areas except such areas as are constructed on top of a living area)

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars (each car stall to be of a minimum size of ten feet by twenty-one feet).

H. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

I. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on the Westerly and Southerly sides of all streets. Said sidewalks shall be constructed and completed by the then owner at time of completion of the main residential structure and shall be located four feet back of curb line.

In construction of the main residential structure on any lot is not commenced within one-and-one-half years from date on the face of the original deed from the undersigned, or if such construction is not fully completed within two years from said date, then in either case the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and shall be free and clear of this option right. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend and run wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition, said license being granted for the use and benefit of all present and future owners of lots in said Addition.

K. At time of initial occupancy of the main dwelling, the then owner shall plant, and there shall thereafter be maintained in a growing state by the then owners, at least one deciduous tree with a minimum trunk diameter of three inches, said tree to be located in the front yard at least ten feet from the front lot line.

L. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving device or device of a design approved in writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 57 of Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have caused these presents to be duly executed this 8 day of July, 1900.

SKYLINE DEVELOPMENT CORPORATION

Attest:

John W. Elchayt Secretary
Franklin P. Rogers President

STATE OF NEBRASKA: On the day and year last above written before
COUNTY OF DOUGLAS: ss. me, the undersigned, a Notary Public in and for said County, personally came FRANKLIN P. ROGERS, President of Skyline Development Corporation (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

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

My Commission Expires:

William M. Kellogg
Notary Public

August 12, 1900