

PROTECTIVE COVENANTS

The undersigned, PEPPERWOOD JOINT VENTURE, a Nebraska limited partnership (hereinafter referred to as "Developer"), being the owners of lots one (1) through three hundred ten (310) inclusive, in PEPPERWOOD, a subdivision, surveyed, platted and recorded in Douglas County, Nebraska, located in Douglas County, Nebraska, do hereby create, adopt, declare and establish the following restrictions upon the following described properties: Lots one (1) through three hundred ten (310), inclusive, in PEPPERWOOD, a subdivision in Douglas County, Nebraska, surveyed, platted and recorded.

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No homes shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with attached private garage for not less than two nor more than three automobiles. 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.

2. Setbacks and Sideyards. All setbacks, sideyards and rear yard requirements shall conform to applicable laws and ordinances.

3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanent.

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 structure located on said lot.

6. Area. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports and garages of less than the following: a one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 1200 square feet. A one and one-half story dwelling house or two story dwelling house shall have a ground floor area of not less than 1000 square feet and a total area of not less than 1600 square feet. Dwelling houses constructed on a split entry ranch plan or split level plan shall have not less than 1200 square feet on the main living floor level. That said areas are exclusive of porches or attached garages. Each house shall have a garage for not less than two automobiles.

7. Structures. All homes built within the Pepperwood Addition shall have an insulating sheathing between the outer siding and wall framing members unless specific exemption is obtained from the Developer. Homes shall be insulated to the following minimum standards, unless in the case of vaulted

ceilings or cathedral ceilings portions of the ceiling sloping to the outside wall shall not have the necessary room to meet the following minimum standards: Outside walls and ceiling above garage, where finished living area exists above the garage, shall be insulated to a minimum of R-19; walls between garage and basements of or between garage and finished living area shall be insulated to a minimum of R-13, ceilings except as previously exempted shall be insulated to a minimum of R-30.

8. Weeds. The title holder of each lot vacant or improved shall keep his lot or lots free from weeds and debris.

9. Moved Dwellings. Dwellings constructed in any other addition or location shall not be moved to any lot within this addition.

10. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalks shall be placed four feet back of the street curb line.

11. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property, shall conform to the zoning requirements of the City of Omaha and the building code requirements of the City of Omaha.

12. 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 Pepperwood Addition. No owner or occupant of any dwelling

house within Pepperwood Addition shall place, burn or dispose of any trash, refuse, paper or other items on any lots in Pepperwood Addition. No garbage or trash can or container or fuel tank 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.

13. Signs. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate signs shall be permitted temporarily.

14. Boats and Trailers. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure.

15. Outside Antennae Prohibited. No outside radio, television, Ham broadcasting or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

16. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with

either brick or stone. If the lot has frontage on more than one street, the above provision shall apply only to that side constituting the front of the house.

17. Written Approval from Developer. No structure of any kind, including fences, dog-runs and kennels, shall be erected, allowed or placed on any lot in this subdivision until written approval thereof has been obtained from the Developer. All structures shall be designed and used in conformity with existing structures, topography and lot grades and in harmony with existing structures. Further, all retaining walls, including location, type of wall, height and materials, shall not be constructed on any lot in this subdivision until written approval thereof has been obtained from the Developer. The approval or disapproval of the Developer or its designee as required in these covenants shall be in writing. Failure of Developer or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan shall operate to release such building plot from the provisions of this paragraph.

18. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew underground conduit and wires for

the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message service over and upon and below a five foot strip of land adjoining the rear and side boundary lines of said lots in said addition; said license is granted for the use and benefit of all present and future owners of lots in said addition; provided, however, that said side lot easement is granted upon the specific condition that if both of said utility companies fail to construct underground conduit and wires along any of said lot lines within forty-eight (48) months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

10. Remedy on Violation. If the parties hereto or any of their heirs, successors 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 presecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such sovenant or restriction, and either prevent him or them from so doing or to recover damages for such violation.

20. Severability. Invalidation of any one 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.

21. Binding on Successors. The covenants and restrictions 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.

22. 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.

23. Assignment by Developer. The rights, powers and responsibilities of the Developer as outlined and contained in this Agreement may be assigned and delegated by PEPPERWOOD JOINT VENTURE.

24. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the right to amend, modify or supplement all or any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds, Douglas County, Nebraska.

25. Waiver for Hardship. Until such time as all lots are improved, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other just cause.

IN WITNESS WHEREOF, PEPPERWOOD JOINT VENTURE, a
 Nebraska limited partnership, being the owner and Developer of
 all said real estate, has executed these covenants this 23
 day of October, 1979.

PEPPERWOOD JOINT VENTURE

Attest:

Charles G. Stilwell

By Nebraska Investment Services, Inc., a
 Nebraska corporation, Joint Venturer,

By C. E. Westphal, President

By BS&W Enterprises, a Nebraska partner-
 ship, Joint Venturer,

Witness:

Willard J. Friedman

Royal Realty, a Nebraska Partnership,
 Partner,

By Bary A. Bader, Partner
 and

Attest:

Eugene S. ...

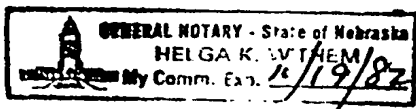
CBS Investment, Inc., a corporation,
 Partner,

By [Signature], President

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 23 day of October, 1979, before me,
 a Notary Public duly commissioned and qualified in and for said
 County and State, personally came C. E. Westphal,
 President of Nebraska Investment Services, Inc., to me person-
 ally known to be the identical person who signed the foregoing
 instrument, and acknowledged the execution thereof to be his
 voluntary act and deed as such officer, and the voluntary act
 and deed of said corporation.

Witness my hand and notarial seal the day and year last
 above written.

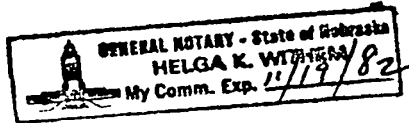


Helga K. Wetzel
 Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 23 day of October, 1979, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Barry A. Broder, Partner of Royal Realty, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such partner, and the voluntary act and deed of said general partnership.

Witness my hand and notarial seal the day and year last above written.

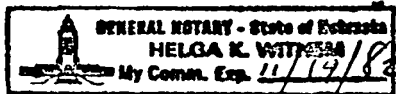


Helga K. Witham
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 23 day of October, 1979, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Ira Smith, President of CBS Investment, Inc., to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.



Helga K. Witham
Notary Public

C. HAROLD OSTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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8 Misc

Book 622
Page 23
of 104
Fee 104.50
Index ✓
Recorded ✓
K. 86-239
86
239