

AGREEMENT FOR  
RESTRICTIVE COVENANTS  
FOR  
ROLLING HILLS ADDITION

WHEREAS, Western Land Co. is the owner of the following described property:

A tract of land located in the Southwest 1/4 of Section 22, Township 15, North, Range 12 East of the Sixth Prime Meridian, more particularly described as follows:

Commencing at the West 1/4 corner of Sec. 22 T. 15 N. R. 12 E. of the 6th P.M.; thence South 0 degrees 07 minutes West on the West line of the SW 1/4 said Sec. 22, a distance of 30 feet; thence South 89 degrees 45 minutes East a distance of 33 feet to the point of beginning; thence South 0 degrees 07 minutes West, a distance of 376.5 feet; thence South 89 degrees 58 minutes East, a distance of 172.0 feet; thence South 7 degrees 52 minutes East, a distance of 201.0 feet; thence South 0 degrees 06 minutes West, a distance of 529.2 feet ; thence North 89 degrees 48 minutes East, a distance of 100.0 feet; thence South 0 degrees 11 minutes West, a distance of 200.0 feet to a point on the South line of NW 1/4 of SW 1/4 of said section; thence North 89 degrees 45 minutes East, and along the South line of the NW 1/4 of the SW 1/4 of said section, a distance of 985.4 feet to a point on the East line of the NW 1/4 of the SW 1/4 of said section; thence due North along the East line of the NW 1/4, SW 1/4 a distance of 1294.7 feet to a point 30 feet South of the Centerline of said section; thence North 89 degrees 45 minutes West and parallel to, and 30 feet South of said Center line of said section, a distance of 1283.3 feet to the point of beginning, all in Douglas County, Nebraska, and

WHEREAS, Western Land Co. has filed with the Planning Board of the City of Omaha a proposed plot plan, copy of which is attached hereto and made a part hereof by reference, requesting the approval of said Board for said plat as Rolling Hills Addition and the rezoning of said tract to Second Residence, and

WHEREAS, in order to secure the approval of the Planning Board and the concurrence of owners of adjoining property on the north and east of this tract, Western Land Co. has agreed to enter into certain restrictive covenants in writing to be filed against each of the lots in said Rolling Hills Addition when the said Addition has been finally approved by the City of Omaha and the requested rezoning accomplished.

NOW THEREFORE, Western Land Co. agrees as follows:

1st: All lots in said Rolling Hills Addition shall be known, described, and used as single family residential lots. Not more than one structure shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.

2nd: No buildings or appurtenance shall be erected on any lots in Rolling Hills Addition within 50 feet of the street line on which such building or appurtenance faces; no building or appurtenance facing on Harney Street shall be erected within 20 feet of the side lot lines; no building or appurtenance shall be erected facing other than on Harney Street within 15 feet of the side lot lines; all exposed foundations shall be either brick or stone faced.

3rd: Each dwelling shall have not less than 1,500 square feet of liveable area for one-floor plans and split levels; and for one and one-half story plans a minimum of 1,800 square feet with 1,200 square feet being the minimum for the first floor; and for full two-story plans the minimum of 2,000 square feet with 1,000 square feet being the minimum for the first floor.

4th: Each dwelling shall have an attached garage of at least a two-car capacity, and no car ports will be allowed.

5th: A 5-foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric, and telephone facilities.

6th: No fences shall be built in the front yard beyond the front line of any dwelling.

7th: Dwellings of flat roof design will not be allowed, and buildings of contemporary design will be allowed only on approval of the undersigned, their heirs or assigns.

8th: No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in this Addition 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.

9th: Animals shall be limited to household pets.

10th: No air conditioning water shall be wasted into the sanitary sewer system.

11th: No dwelling shall be erected on any lot in Rolling Hills Addition for a period of ten years following the platting of such lots until the owner of said lots has obtained approval of the plan for constructing such dwellings from the signers of these covenants, their heirs or assigns.

12th: Vacant lots will be tended in such a way that their appearance is not objectionable to the surroundings.

13th: No trees, shrubs, hedges, or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintaining of any street or walk or the unobstructed view of street intersections sufficient for the safety of pedestrians or vehicles.

14th: These restrictions shall run with the land and be binding upon all persons for a period of twenty-five years from date hereof. At the expiration of such period they shall be automatically extended for successive periods of ten years unless they are changed in whole or in part by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law, except that the initial period of twenty-five years plus all extensions shall not exceed ninety-nine years.

15th: Each of the provisions hereof is several and separable, and invalidation of any such provision shall not affect any other of the provisions hereof.

16th: No purchaser, owner, or occupant of any of the lots in this Addition shall make or authorize to be made any cuts in the pavements for the purpose of making connection with any facilities for utilities or for any other purpose.

17th: The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs and assigns, and to their grantees, both immediate and remote and their heirs, devisees, personal representatives, successors, assigns, and grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots in Rolling Hills Addition.

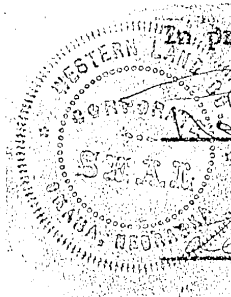
18th: Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation, or requirement for its enforcement.

Notwithstanding any other provisions of this Agreement, the same shall not become effective until the final approval of the attached plat for Rolling Hills Addition by the City of Omaha and the effective date of the rezoning of said tract to Second Residence.

IN WITNESS WHEREOF, Western Land Co. has caused this instrument to be executed by its President, thereunto duly authorized, and its corporate seal to be affixed thereto this 6<sup>th</sup> day of October, 1959.

WESTERN LAND CO., a corporation

In presence of:



Robert K. Ledans

By

John M. Jenkins  
President

John M. Cross

Attest

Frances L. Hogrefe  
Secretary

STATE OF NEBRASKA) SS  
COUNTY OF DOUGLAS)

On this 6 day of October, 1959, before me, the undersigned, a Notary Public in and for said County personally came John M. Jenkins, President of Western Land Co., a corporation, to me personally known to be the President and the identical person whose name is affixed to the above conveyance, 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, this 6 day and year last above written.

My commission expires the 27 day of August, 1963.

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John M. Cross  
Notary Public

#19.00  
10/6/59