

## BOOK 704 PAGE 133

PROTECTIVE COVENANTS FOR LOTS 19 THROUGH 28,  
INCLUSIVE, IN ROLLING MEADOWS II

## KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owner of the property hereinafter described, does hereby impose these covenants on said property, which 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, 2005:

Lots 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 in Rolling Meadows II, a subdivision in Douglas County, Nebraska.

1. If any present or future owner, user or occupant of any of said lots 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 proceedings at law or in equity against the person violating or attempting to violate any such covenant and either to prevent such person from so doing or to recover damages for such violation.

2. Invalidation of any of these covenants by judgment, decree or court order of any competent court shall in no way affect any of the other provisions. The undersigned and his designee, Pettegrew Builders, Inc., a Nebraska corporation, reserve the exclusive right to modify, alter or waive these covenants by means of a recorded written instrument as to any lot or lots, in cases where the undersigned or his designee, Pettegrew Builders, Inc., deems it necessary or advisable because of unusual circumstances or to prevent hardship. The undersigned reserves the right to select a different designee by means of a recorded written instrument.

3. 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 recreational, public, church, educational or charitable use.

4. Prior to the construction of any structure on any of the subject property, or the grading thereof, the owner thereof shall first submit construction plans to the undersigned, or his designee, and secure from the undersigned, or his designee, written approval thereof. Plans shall include site plans showing location of residence, and any other buildings or structures contemplated. Said plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan and site lines and shall also include the plans, specifications and a diagram for the septic sewer system. The plans will not be returned to the owner. Within fifteen (15) days after receipt of said plans, the undersigned, or his designee, shall either notify the owner in writing of the approval of said plans or the disapproval of the same, with reasons therefor if disapproved.

5. Construction on, or improvement of, any lot shall be subject to the following restrictions:

A. Minimum Buildable Area: No lot or portion of a lot shall be used as a building site for a residential structure if the lot has been reduced in area below its originally platted size unless such lot split, or subdivision thereof, has been approved in writing by the undersigned or his designee, and has also been approved by the appropriate public authorities. The undersigned hereby establishes the policy that the undersigned, or his designee, will not approve a parcel as a building site where the size of the parcel is less than 40,000 square feet.

B. Minimum Yards: The minimum front yard set back requirements shall be 60 feet, the minimum rear yard shall be 35 feet, and the minimum side yard shall be 15 feet; provided however that the minimum side yard on corner

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lots shall be 30 feet. Notwithstanding the foregoing, any minimums required by applicable zoning at the time of construction shall be complied with also, if more front yard, rear yard or side yard shall be required thereby. No waiver or change of these restrictions by any public authority shall be effective to alter this covenant unless the undersigned, or his designee, likewise consents in writing to such waiver or change.

C. Minimum Dwelling Size:

(1) The ground floor, or main floor, enclosed area of every one-story dwelling, exclusive of open porches, open breeze-ways, basements and garages, shall be not less than One Thousand Eight Hundred (1,800) square feet of floor area.

(2) The ground floor, or main floor, enclosed area of every two-story dwelling shall be not less than One Thousand Two Hundred (1,200) square feet and the first floor and other floors combined shall be not less than Two Thousand Four Hundred (2,400) square feet of floor area.

(3) The ground floor, or main floor, enclosed area of every one and one-half (1½) story dwelling shall be not less than One Thousand Two hundred (1,200) square feet and the first and other floors combined shall be not less than One Thousand Nine Hundred (1,900) square feet of floor area.

(4) The ground floor, or main floor, enclosed area of every tri-level and split entry dwelling, including floor area above garage, shall be not less than One Thousand Eight Hundred (1,800) square feet of floor area.

(5) The ground floor, or main floor, enclosed area of any other type of dwelling not described in the preceding subparagraphs shall be subject to approval by the undersigned or his designee.

D. Garages: Each residence shall include an enclosed garage for at least two (2) cars (attached, detached or basement).

E. Wiring: All electrical power, telephone and other service lines shall be buried underground.

F. Driveways: From and after the time when the public roads in the subdivision are hard surfaced with either concrete or asphaltic surfacing, all driveways shall be concrete or asphaltic surfacing from the paved portion of the public roadway to the garage.

G. Construction of each dwelling or structure shall be completed within one (1) year after excavation for its footings.

H. No mobile home, trailer, basement, garage, barn or other out building shall be used as a residence, either temporarily or permanently, on any of the subject property.

I. All exposed front and side foundations of the dwelling on each improved lot shall be faced with clay fired brick, stone, or wood, to grade. Exposed rear foundation walls shall be painted cement blocks or painted poured foundations, unless finished as a front or side foundation.

J. Buildings constructed elsewhere shall not be moved onto or upon any of the subject property, provided however that this shall not be interpreted to forbid the erection of a manufactured house, or a dwelling using prefabricated sections.

K. No water cooled air-conditioning units may be operated or used in any structure on the subject property unless operated in a manner and in accordance with a design approved by the undersigned or his designee.

L. The chimneys of all dwellings shall be faced with clay fired brick, stone or wood. No exposed metal fireplace chimneys will be allowed.

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6. No garden or field crops shall be grown upon any portion of any lot nearer to the street than provided for minimum building setback lines and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any street as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicle operators. Each lot owner shall take whatever steps are necessary to control noxious weeds on his property. Ground cover shall be maintained on all lots in order to prevent erosion. Dead trees and shrubbery shall be removed at the owners expense.

7. No portion of any lot shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition or that will be obnoxious to viewers; nor shall any substance or material be kept upon any lot that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of nearby property. All rubbish, trash and garbage shall be removed from the subject lots and shall not be allowed to accumulate thereon and shall not be burned by open fire, incinerator or otherwise upon any of the subject lots.

8. No truck, trailer, boat, recreational vehicle or business vehicle with advertising on the exterior thereof shall be parked on the subject lots, or on the adjacent public streets, for a period of time longer than three (3) consecutive hours at a time. Provided, however, that this prohibition shall not apply to the parking or storage of any such truck, trailer, boat, or other vehicle in a garage or other enclosed structure.

9. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company and any other supplier of electrical power, natural gas, water, telephone service, or other utilities, and to any sanitary and improvement district of which the property may at any time form a part, their respective successors and assigns, to erect, operate, maintain, repair, replace and renew buried or underground sewers, water mains, gas mains, cables, conduits, electrical and telephone utility facilities for the carrying and transmission of water, sewage, gas and electrical current for light, heat and power and for all telephone and telegraph and message service, over, under, through and upon a five foot (5') strip of land adjoining the rear and side boundary lines of each of the subject lots, said license and easement being granted for the use and benefit of all present and future owners of said lots, provided, however, that said side lot line easements are granted upon the specific condition that if the same have not been used within ten (10) years from the date of recording of these covenants, or if at any time thereafter any facilities constructed therein are removed, without replacement within sixty (60) days after removal, then the side lot easement shall terminate and become void as to such unused or abandoned easement ways. No permanent buildings, trees, or retaining walls, or loose rock walls shall be placed in said easement ways or in the easement ways hereinafter granted, but the same may be used for landscaping or other purposes that do not then or later interfere with the use or rights granted herein. A perpetual easement is also hereby granted to Northwestern Bell Telephone Company and any other supplier of telephone service, and Omaha Public Power District, and their respective successors and assigns, to construct, maintain, operate, repair and remove underground wiring for the carrying and transmission of electric current for lights, heat, power and for all telephone and telegraph message purposes on, above, under and across a strip of land ten (10) feet in width running from the service entrance of the main residential structure, when constructed upon any buildable portion of any of the subject lots, and continuing from such service entrance on a straight line to the lot line of said building plot where such telephone and/or electrical power service shall be available.

13. Prior to connecting any residence or other structure to the water main which serves the property upon which the same is constructed or to be constructed, the owner of such property shall first submit a written application therefor to such organization as shall be furnishing water, and shall obtain approval thereof from such organization and any such connection to any such water main, including the furnishing and installation of an approved meter,

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shall be made at the owner's expense. At the time of connecting the service line for owner's property to the water main, the owner shall install a shut-off valve, which can be operated from ground level, in the water line serving owner's property, same to be located in the street right-of-way but adjacent to the property line of owner's property. These provisions may be waived by the undersigned or his designee.

14. These covenants are in pursuance of a general plan of improvement and development and shall bind and inure to the benefit of, and be a burden upon, all present and future owners of the property hereinabove described, and shall run with the land.

15. No provision contained herein shall in any way be construed as imposing upon the undersigned or his designee, or their successors in interest, any liability, obligation or requirement for enforcement.

16. The owners of vacant lots shall be responsible for maintaining an attractive appearance thereof, including the cutting and mowing of weeds. In the event any property owner shall fail to cut such weeds at reasonable intervals, the undersigned or his designee will do so and such owner shall be billed at a reasonable hourly rate not less than Fifteen Dollars (\$15.00) per hour, for such work.

17. No automobile, motorcycle, truck or other vehicle shall be repaired or dismantled upon any lot in this subdivision, except within an enclosed structure.

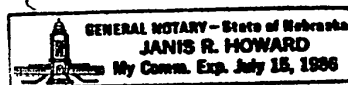
Executed this 2 day of January, 1984.

Lloyd R. Pettegrew, Trustee  
Lloyd R. Pettegrew, Trustee

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, the undersigned Notary Public, personally appeared Lloyd R. Pettegrew, Trustee, to me known to be the person executing the above and foregoing Protective Covenants and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal at Omaha, Nebraska this 2<sup>nd</sup> day of January, 1984.



Janis R. Howard  
Notary Public  
My Commission Expires 7-15-86

#### RATIFICATION OF COVENANTS

The undersigned, being purchasers, under contract, of Lots 26 and 28 in Rolling Meadows II, a Subdivision of Douglas County, Nebraska, hereby confirm and ratify the foregoing protective covenants insofar as the same affect said two lots.

Dennis H. Eggert  
Dennis H. Eggert

Arlys L. Eggert  
Arlys L. Eggert

Thomas E. Fuhrman  
THOMAS E. FUHRMAN

Anne K. Fuhrman  
ANNE K. FUHRMAN

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STATE OF NEBRASKA )  
 )  
 COUNTY OF DOUGLAS ) ss.

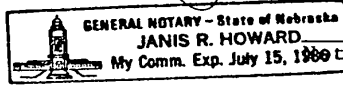
The foregoing instrument was acknowledged by Dennis H. Eggert and Arlys L. Eggert, husband and wife, before me the undersigned Notary Public on January 2, 1984.



Janis R. Howard  
 Notary Public

STATE OF NEBRASKA )  
 )  
 COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged by THOMAS E. FUHRMAN and ANNE K. FUHRMAN, husband and wife, before me the undersigned Notary Public on January 2, 1984.



Janis R. Howard  
 Notary Public

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