

79-1537

BOOK 502 PAGE 547

PROTECTIVE COVENANTS

1. 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, 1997:

Lots 1A, 1B and 2 through 84, inclusive, in Skyline Ranches, a subdivision in Douglas County, Nebraska.

2. If the present or future owners, users or occupants 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 equity against the person violating or attempting to violate any such covenant and either to prevent him from so doing or to recover damages for such violation.

3. Invalidation of any of these Covenants by Judgment or Court Order shall in no way affect any of the other provisions. The undersigned reserves 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 deems it necessary or advisable because of unusual circumstances or to prevent hardship.

4. 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 uses.

5. Prior to any construction or grading, the owner must first submit construction plans to the undersigned and secure its written approval thereof. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan and sight lines. Plans will not be returned to the owner. Within thirty days after receipt of said plans, the undersigned shall either notify the owner in writing of its approval of plans or of disapproval with reasons therefor, but if undersigned shall fail to send either notice within the 30-day period, then such plans shall be deemed approved. Said plans shall include the plans, specifications and diagram for the septic system.

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

- a) Minimum Yards - The minimum front, side and rear yard requirements of the Douglas County Single-family 1 (SF-1) zoning district as now enacted shall govern this subdivision. Any waiver or change of such restrictions by Douglas County shall not be effective to alter this covenant unless the undersigned likewise consents in writing to such waiver or change; except that the undersigned hereby consents to a 20-foot minimum front yard set-back for the following lots: 3, 11 through 18, 31, 32 and 33.
- b) Minimum Buildable Area: No 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 has been approved in writing by the undersigned. The undersigned hereby establishes the policy that it will consent to only one subdivision of any platted lot and that it will not approve a parcel of less than 20,000 square-foot area as a buildable parcel.
- c) Minimum Dwelling Size: (1) For Lots 42, 43, 44, 45, 61, 62, 83 and 84, each dwelling shall contain not less than 1400 square feet of finished living space (exclusive of porches, breezeways and garages) and the foundation walls (excluding breezeways and attached garages) must enclose a ground area of not less than 1200 square feet. (2) For the remaining lots, each dwelling shall contain not less than 1800 square feet of finished living space (exclusive of porches, breezeways and garages), and the foundation walls (excluding breezeways and attached garages) must enclose a ground area of not less than 1200 square feet.
- d) Trees - Prior to occupancy, each owner must plant at least three (3) trees on the lot with a minimum trunk diameter of three inches, and thereafter maintain the same (or replacements thereof) in growing condition.

- e) Garages - Each residence shall include an enclosed garage for at least two cars (attached, detached or basement).
- f) Wiring, - All power and telephone service wires shall be buried underground.
- g) Drives - Driveways shall be portland concrete or asphalt from the public roadway to the garage.
- h) Construction of each dwelling or structure must be completed within one year after excavation for footings.

7. Any and all livestock maintained on premises shall be kept in accordance with the requirements of SF-1 Zoning and shall be located to the rear of the residence. On corner lots, said livestock shall be maintained no closer to the street than the residence set-back on the adjoining lot. All structures used for the housing or maintenance of livestock, and any areas where livestock are maintained or kept shall be maintained at all times in a clean neat orderly manner by the owner of said real estate. Manure in stables must be collected at least daily and placed in concrete or metal fly-proof containers. All manure must be removed from the premises at least weekly. All fencing must be kept in good condition and not allowed to deteriorate or look shabby. The use of barbed wire of any kind in constructing and/or maintaining any fence on the premises is strictly prohibited. The owner of each lot shall take all reasonable and necessary steps to insure adequate rodent control on said lot.

8. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, Skyline Water Co., Peoples Natural Gas Co., and Sanitary and Improvement District No. 157 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground sewers, water and gas mains and cables or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, through 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; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct such facilities along any of said side lot lines within thirty-six months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty days after their removal, then this sideline easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent

buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways or in the easementways hereinafter granted, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein. A perpetual easement is also hereby granted to Northwestern Bell Telephone Company and the Omaha Public Power District 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 or across a strip of land ten feet in width running from the electric service entrance of the main residential structure when constructed upon each lot and continuing from such service entrance on a straight line to the front lot line of said lot.

9. No garden or field crops shall be grown upon that 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 lot 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 vehicles. The owner shall take whatever steps are necessary to control noxious weeds on his real estate. Ground cover shall be maintained on all lots in order to prevent erosion. Any and all dead trees and shrubbery must be removed at the owner's expense.

10. None of the land 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 the eye; nor shall any substance or material be kept upon the land 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 the surrounding property. All rubbish, trash and garbage shall be removed from the subdivision and shall not be allowed to accumulate thereon, and shall not be burned by open fire, incinerator, or otherwise on the subdivision or any part thereof.

11. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear of the rear building line of the residence. All trucks shall be enclosed in structures, and trucks shall not be permitted to be parked in driveways or on the public streets.

12. No water-cooled air conditioning units may be operated or used in any dwelling unless operated in conjunction with a water conserving tower or device of design approved in

writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 157 of Douglas County, Nebraska.

13. Prior to connecting any residence or other structure to the water main which serves each lot, the owner must first submit a written application therefor to Skyline Water Co., a Nebraska corporation, on a prescribed form and obtain approval thereof from said Skyline Water Co. Such connection to the water main, including the furnishing and installation of an approved meter, shall be made at the owner's sole expense.

EXECUTED this 18 day of Aug., 1971.

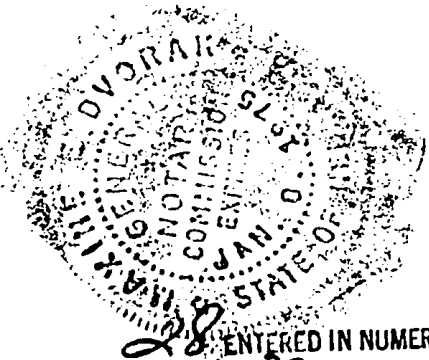
WESTWARD DEVELOPMENT CO.

By: L. A. Thornton
L. A. Thornton, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the date last-above written before me, the undersigned, a Notary Public in and for said County, personally came L. A. THORNTON, President of Westward Development Co., to me personally known to be the President and the identical person whose name is affixed to the foregoing Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the 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 on the date last-above written.



Maxine E. Jwarak
Notary Public

28 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
27 DAY OF August 1971 AT 3:45 P. M. C. HAROLD OSTLER, REGISTER OF DEED. 3675