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PROTECTIVE COVENANTS

OF

SKYLINE ROLLING HILLS FIRST ADDITION

- a. All lots herein described and referred to shall be used and occupied exclusively for residential purposes, namely single family dwellings and patio zero lot line dwellings with attached garage. Patio homes will be allowed only on Lots 1, 2, 3 and 4, Block 1.
- b. No dwelling shall be located on any lot nearer than 30 feet to the front lot line nor nearer than 10 feet to the side lot line. In the case of a corner lot, the dwelling shall not be nearer than 30 feet to either side street line, except that no side yard of any distance shall be required on Lots 1, 2, 3 and 4, Block 1, when the structures constructed upon said lots adjoin each other with a common wall.
- c. Other than patio home structures, no single family residential structure shall be erected or placed upon any building lot which has an area of less than 9,000 square feet. Not more than one dwelling and attached garage shall be built upon any lot but nothing herein stated shall prevent the construction of one dwelling and attached garage on a portion of two or more lots where the area for each structure is not less than 9,000 square feet. In such case, the restrictions herein pertaining to the side lot lines shall be construed to apply to side lines of such entire tract.
- d. No detached accessory buildings may be constructed or placed on any lot except that a detached swimming pool house may be built beside a swimming pool located on the lot so long as the

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swimming pool house is constructed with the same architectural style as the residence located upon the lot.

e. No single family residence shall be constructed having a ground floor or first floor area, exclusive of terraces, patios, porches, carports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not, of less than 1,700 square feet in the case of a one-story dwelling; nor less than 1,300 square feet on the first floor, and 650 square feet on the second floor of a one and one-half story dwelling; nor less than 1,150 square feet on the first floor, and 1,150 square feet on the second floor in the case of a full two-story dwelling; nor less than 1,700 square feet on the main floor area in the case of a split entry or raised ranch home; nor less than a total of 1,700 square feet on the main floor, including the raised living level in the case of a bi-level, split-level dwelling, nor less than 2,000 square feet total on the main floor, including the raised living levels in the case of a tri-level, split-level dwelling. No patio home residence shall be constructed having a ground floor or first floor area, exclusive of terraces, patios, porches, carports, garages, basements, walkout basements, daylight basements and lower levels whether finished or not, of less than 1,500 square feet per patio home unit. All such measurements shall be with regard to the ground floor areas or first floor or main area of the residence as defined herein, exclusive of patios, porches, carports, garages, basements, walkout basements, daylight basements, and lower levels, whether finished or not.

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f. No noxious or offensive trade, activity, or practice shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

g. No trailer, basement, tent, shack, barn, or any other outbuilding erected in or on any lot 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 trailer, mobile home, or boat may be stored in any front or side yard.

h. No previously constructed building of any kind whatsoever shall be moved onto any building lot.

i. No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed or suffered to remain upon any of said lots or upon any improvements thereon. Said lots shall not be used in any way or for any purpose which may endanger the health or reasonably disturb the quiet of any holder of adjoining lots. No business of any kind or anything that may be construed as a business may be conducted on any of the lots covered by these covenants except that this restriction shall not prevent Developers from placing upon any lots owned by said Developers, signs advertising the subdivision or lots therein. Moreover, this restriction shall not prevent an owner of a lot from placing upon any lots owned by him a "For Sale" sign either placed there by the owner or by his agent advertising such lot or lots for sale. Moreover, this restriction shall not prevent the occupant of any home located upon any Lot from placing upon any Lot occupied by him a political yard sign.

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j. The Developers expressly reserve to themselves, their successors and assigns, the sole and exclusive right to establish grades and slopes on all lots and to fix the grade upon which any building hereafter is erected or placed thereon so that the same conform to a general plan. Once such grades or contours have been established, they will not be changed more than two feet from the present finished grade or graded so as to allow surface waters to flow onto adjoining lots. Plans for any structure shall be submitted to the developers and shall show the size, exterior material, design and plot plan for the structure, and shall indicate the location of the structure and attached garage upon the lot or lots. One set of plans, signed by the owner of the lot or lots, shall be left on permanent file with the developers. The construction of the residence shall not be commenced unless and until written approval of the plans for the residence has first been secured from the developers and such approval has been filed and recorded in the Office of the Register of Deeds of Lancaster County, Nebraska. Written approval or disapproval of such plans shall be given by the developers within 30 days from and after receipt thereof. Approval of such plans shall not be unreasonably withheld. The developers reserve to themselves, their successors and assigns the exclusive right to approve or reject any such plans if in their opinion either the style, size, material or plot plan do not conform to the general standard and value of development in Skyline Rolling Hills First Addition.

k. Purchasers of a lot or lots shall be responsible for and shall install and pay for public sidewalks parallel to each

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street which adjoins the lot, which said sidewalks shall be constructed at the time of the construction of the residence or whenever required by the City of Lincoln, whichever first occurs. Purchasers of a lot or lots shall indemnify and save the Developers harmless from any liability or cost incurred in connection with the installation or payment of any public sidewalk parallel to each street which adjoins the lot purchased by such purchasers.

l. No walls, fences, or hedges which will exceed two feet in height may be constructed, placed, or planted in that area within the 30-foot front yard setback required herein, or in the case of corner lots within the 30-foot setbacks required on either side of a corner lot, except that permanent plantings on the North line of Lots 1, 2, 3 and 4, in Block 1, adjoining Old Cheney Road right-of-way may be placed on the North side of said lots as required by the City of Lincoln.

m. No structure, planting, or other materials shall be placed or permitted to remain within any easement reserved for installation and maintenance of utilities or drainage, as shown on recorded plat, which may damage or interfere with the installation and maintenance of any such utilities or which may change the direction of flow of the drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels over the easements.

n. All outdoor wiring shall be placed underground. No wires for electric power, telephones, radios, television, or for any other use shall be placed or permitted above the ground except inside a residence. No aerials, antennas, poles, towers, or other devices

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shall be placed or permitted above the ground except when placed inside a residence but not above the roof line.

o. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot except dogs, cats, or other household pets, provided such dogs, cats, or other household pets are not kept, bred, or maintained for commercial purposes.

p. No lot may be maintained or used as a dumping ground for rubbish, including but not limited to leaf and grass clippings. All waste, garbage, and trash must be kept in sanitary containers. No incinerators may be constructed or maintained upon any lot.

q. All owners of lots within Skyline Rolling Hills First Addition shall by such purchase become members of the Rolling Hills Park Association, Inc., a non-profit corporation, and shall abide by the rules and regulations governing the operation and maintenance of said Rolling Hills Park Association, Inc., as the same may exist or be established at this time or from time to time.

r. The herein enumerated restrictions, rights, reservations, limitations, agreements or covenants and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land and shall bind the several owners until the first day of January, 1995, in any event; and continuously thereafter unless and until any proposed change shall have been approved in writing by the owners of legal title to two-thirds of the lots within the said Skyline Rolling Hills First Addition.

s. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any lot or lots in

said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction and to prevent him or them from so doing and to recover damages or other dues for such violation.

t. In the event that any covenant contained herein shall be declared to be invalid, such action shall not affect any other remaining covenant or condition which shall continue in full force and effect.

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GENERAL

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LANCASTER COUNTY NEBR.  
*Kenneth L. Ferguson*  
REGISTER OF DEEDS

1974 SEP -9 PM 2:58

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NUMERICAL INDEX  
FILED FOR RECORD AS:

INST. NO. 74- 15041

\$ 21.25

*James Jarden  
Jansburg, Jansburg et al  
520 Stewart*