CHULSHIVE COTEMBITS

These Covenents are to run with the land and seall be busing on all present and future owners of all or any part of the following described real estate until January 1, 1995:

Lote One (1) through One Hardwed Eighty-one (181), inclustive, Lote Two Emmayed Light (201) through the Hadred Seventeen (21) inclusive, Lote Two Hardwed, Pasty-four (241) through Two Hundred Pifty-one (251) inclusive, Lote Two Hardwed Seventy-seven (277) through Two Hardwed Signit-two (282), inclusive, and Lote Three Hardwed Seven (277) through Three Hundred-Wiretes, (312) inclusive, in Chanel Hill, a Substitution in Diaglas (2015). Natruske.

iff the present or future origins of any of said lots, or a their grantees, reirs, or assigns, shall violate or extempt to violate any of these Covenants, it shall be lauful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such overant and dither to prevent his or these from ac doing or to recover demages or other demagns result violation.

invalidation of any of these Covernance by judgment of the court order speed in no-way iffect any of the other ordering of the court order speed in full force and affect. The understance as the exclusive right to midify or these choice of the animals are to any lot or lots in cases where the undersigned doesn in nocesary or advisable in radious discussioners of to prevent heriship appears or advisable in radious discussioners of to prevent heriship

A. Seid lots thell be used only for single-right restdential purposes except such lots, or portions thereof in may rerester be conveyed on decidated by the undersigned in particular charch, educational or charitable uses.

B. No structures shall be exected, altered placed or possitted to remain on any "residential fullding plat" so as reinters defined, other than one detached single-Tendl; duciling not to exceed tub-and-one-balf stories in reight, a rivace campe, attached a possessing and other out-buildings incidental to residential uses.

C. No residential struction shall be expected or glaced or any fullding plot which has an area of less than its thousand (2 any fullding plot which has an area of less than its thousand (3 any fullding plot which has an area of less than its thousand (4 any fullding plot, and such a plot of this minimum dimensions when used for residential purposes is breinerter provided, no building clot, the such as breinerter provided, no building shall be impated as any "satisfication building plot bearer than the following lots a building shall be impated as any "satisfication that provide plot bearer than forty feet to the front lob line except that on the following lots a building shall be impated the full through loss front lot line: lots one front seven (7) through loss from the front lot line: lots over the example of the full through loss dumined Theory school (12) through loss dumined Theory school (13) through loss dumined Theory school (13) through loss dumined Theory school (14) through loss dumined Theory school (15) through loss dumined Theory school (17), inclusive. No building shall be located master than ten fact to any dide lips of any building plot. So current lots seed for residential purposes, regardless of which way the dealling scools one street also which satisfies one loss than one-half of the applicable front yend requirements.

D. No nomicua or offensive trade or activity shall be described on upon any plot nor shall anything be done the media which sail be to become an accommance or quisance to the neighborhood. No secure radio, to be traded on other electronic actions or serial thall be spected an any bushding plot without written bonsent of the understand. No possess or accommand any sign of any kine except

residential "For Sale" signs shall be erected on any building plot.
To No outside above ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No redess shall be erected in front of the main residential structure.

All meeds and grass shall be kept out down to a maximum height of plant inches above ground level. All plots shall be kept free of all typess of trash and debris.

E. No trailer, basement, tent, shack, garage, barn or other outbuilding arected on said real estate 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 structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans.

F. Prior to commencement of construction of any structures, the librar and specifications therefor fincluding elevations) must be submitted to and approved in writing in the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of or faced with brick, asphalt or haid stone. On Lots I through I and Lots 12 through 152, a portion of the outside walls of each decline must be constructed of or faced with brick, natural stone or rosen rough masonry to the extent that the area of brick, masonry or stone shall equal at least 50 per cent of the total exposed wall surface area (above foundation but excluding garage door openings and gable ends) of the front, right and left contions of said dwelling. On all lots described to Paragraph (1) below, the said taree of brick, masonry or stone shall equal at least 50 per cent of the total exposed wall surface area of the front elevation (above foundation, but excluding garage door openings and gable ends).

dential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes on the following lots:

1) On Lots 1 through 6, Lots 12 through 130: 1400 square feet for one-story dwellings, 1300 square feet for split-level dwellings and 1100 square feet for one-and-one-half or two-story dwellings.

2) On Lets 7 and 8 and Lets 140 through 152: 1300 square feet for one story dwellings, 1200 square feet for split level dwellings and 1050 square feet for one-and one-half or two story dwellings.

3). On Lota 9, 10, 11, Lots 153 through 181, Lots 208 through 217, Lots 244 through 251, Lets 277 through 282. Lots 307 through 319: 1200 square feet for one story dwellings, 1100 square feet for split-level dwellings and 1000 square feet for one-and-one-half or two-story dwellings. (On split-level dwellings, the "ground floor" shall be deemed to include all living areas appet such areas as are constructed on top of a living area.

For each single-family dwelling there must also be erected a private garage for not less then two cars, nor more than three cars (such car stall to be of a minimum size of ten feet by twenty-one feet)

H. No log as originally platted shall be used as a buildine plot if it has need reduced below its original platted width;
as the that parts of two or more platted lots may be combined into
building plot if the plot is at least as wide and as large in
the largest of said lots as originally platted.

(Fewised 7-5-60)

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I. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on the Westerly and Scutherly sides of all strests. Said sidewalks shall be constructed and completed by the then owner at time of completion of the main residential structure and shall be located four feet back of curb line.

any lot is not commenced within one and one half years from date on the face of the original deed from the undersigned; or if such construction is not fairly completed within two years from said date. Then is either case the undersigned shall have the exclusive option for sixty days thereafter to resurchase said lot from the then owner for the sand price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record. This prevision and option shall not preclude the right of any bone-fide montgages to shfore its mortgage and foreclose and sell the same free run clear of this option right. A perpetual license is hereby reserved in favor of said granted to Northwestern Bell Telephone Company and Comba Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports; sustaining along a cross along a guys and anchors and other instrumentalities and po extend the rear wires for the carrying and transmission of electric current for light, heat and power and there in the best sites of said lots; in said the said light and forture owners of lots in said addition.

**Not the rear and side boundary lines of said lots; in said the said light and forture owners of lots in said Addition. if construction of the main residential structure on

the then exter shell plant, and there shell therefore the main dwelling the then exter shell plant, and there shell thereafter or main tained in a growing state by the then orders, at that one decidood tree with a minimum trunk themselve of three inches; said tree to be housted in the front yard at least ten feet from the front lot line.

I. No water-cooleg sir conditioning units may be operated or used in any swelling pleas it is operated in conjunction with a sate conserving tower or device of a dealgn approved in writing by the undersigned or by the Cherk of Sanitary and improvement Mistrict 10.057 of Douglas County Represent.

CALLINE LEVELOPMENT GURE CREETON.

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TATE OF NERROLE. In the data and year last above written before the property of DCUGLAS. The understand a Notary Public in and the set Town, Depointly came PRANKIN PORTRS, President of Skyline Development Exporation (a corporation) are personally known to be the President and the identical person comediated is affixed to the above Protective Covenants, and accordingly such officer and the voluntary act and deed a such officer and the voluntary act and deed at that the Corporate seal of the seld corporation was thereto.

ATTNESS my hand and Noterial Seal at Chaha in said County day and year last above written. »

Notice to the state of the stat

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MODIFICATION OF PROTECTIVE CONTROL

covenants running with the land on the real astace threinsteen described dated July 8, 1960, recorded on the lith day of July 1960, in Book 355 at Page 247 of the Miscellaneous Records in the Office of the Register of Deeds for Douglas County, Nebraska, are modified to the extent hereinafter stated, to-wit: Lots 159 through 165, both inclusive; Lots 173 through 177, both inclusive; Lot 208; Lots 210 through 214, both inclusive; Lot 277; Lots 244 through 251, both inclusive; Lots 277 through 282, both inclusive; Lots 308, 308, and 310; all in Chapel Hill, a subdivision in Douglas County.

The last sentence of Paragraph F thereof is herewith modified in its applicability to the above described tots to the extent that the total exposed wall surface area of the front elevation (above foundation, but excluding garage door openings and gable ends) of any residential structure constructed on said lots shall not be required to be constructed of or faced with brick, natural stone or rown rough mascury.

Said Protective Covenants on said real estate dated July, 8, 1960, and recorded as aforesaid, shall be said hereby are declared to be and remain in full force and effect, except as modified herein.

BKYLINE DEVELOPMENT CORPORATION

O SOLA

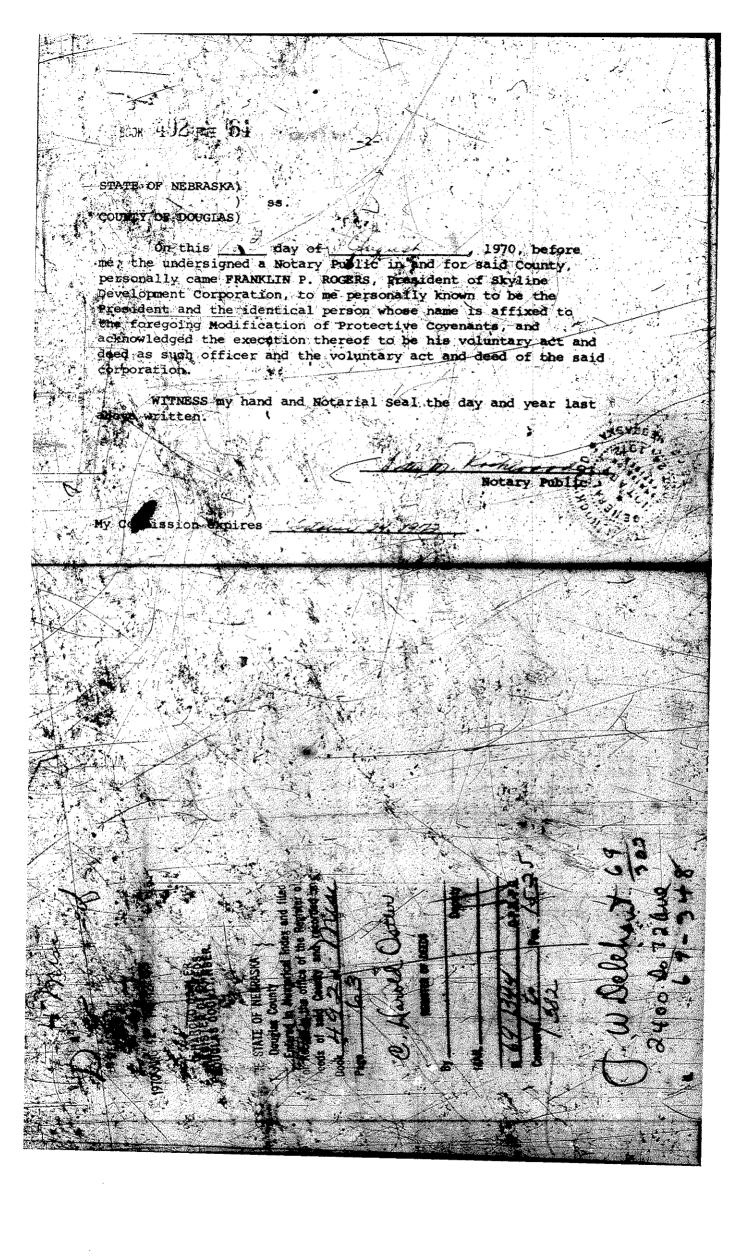
Day

Day

By:

President

Secretary



PROTECTIVE COVENANTS

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, 2005:

Lots 320 through 542, both inclusive, in Chapel Hill, a subdivision in Douglas County, Nebraska.

If the present or future owners or users of any of said lots shall violate or threaten to violate any of these Covenants, any other person or persons owning any part of said real estate may prosecute proceedings at law or in equity to prevent such actual or threatened violation and to recover damages or other dues therefor.

Invalidation of any 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. The undersigned developer reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the developer deems it necessary or advisable in unusual circumstances or to prevent hardship.

- A. 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 public, church, educational or charitable uses. No dwelling structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two-and-one-half stories in height, a private garage, attached breezeways and other out-buildings incidental to residential uses.
- B. No dwelling shall be erected or placed on any building plot which has an area of less than is required by applicable zoning ordinances, which ordinances will also control the minimum front, side and rear yards.
- carried on upon any lot nor shall anything be done thereon which may be as become an annoyance or nuisance to the neighborhood. No obtainer radio, television or other electronic antenna or aerial shall be erected on any lot without written consent of the undersigned. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any lot. No outside above-ground trash or garbage piles, burners, receptacies or incinerators shall be erected, placed or permitted on any lot. All fact tanks must be buried beneath ground level. No fences shall a crected in front of the main residential structure. All veeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All lots shall be kept free of all types of trash and debris.
- D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time

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be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No structure shall be occupied as a residence until all exterior construction is fully completed according to plans approved by the undersigned developer.

- E. No boats, trailers of any kind or campers of any kind shall be parked or stored in front or to the side of the main dwelling except that during the months of May through September, they may be parked on driveway only. Boats, trailers and campers may be parked or stored to the rear of the main dwelling at any time. No motor vehicles may be parked or stored outdoors on any lot, except vehicles driven on a daily basis by the occupants of the dwelling located on such lot.
- F. Frior to any construction or grading, the owner must first submit construction and grading plans to the undersigned developer and secure his written approval thereof as to exterior design, moterials, grading and placement of structures on the lot. Within thirty days after receipt of said plans, the undersigned developer shall either notify the owner in writing of his 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. The exposed foundation walls which front on any street of all main residential structures must be constructed of or faced with natural or simulated brick or scone. All driveways must be constructed of concrete, brick, asphalt or laid scene. At least 50 per cent of the total exposed wall surface area (above foundation but excluding garage door openings and gable ends) of those elevations of the main dwelling which face upon a street must be constructed of or faced with natural brick or stone.
- G. The ground floor finished and enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:
 - 1250 square feet for a one-story dwelling.
 - 2) 1000 square feet for a 1 1/2 story or 2-story dwelling.
 - 3) Hoo square feet for a split-level dwelling. (On split-level or split-entry dwellings, the "ground floor" shall be deemed to include all finished living areas except such areas as are constructed on top of other finished living areas)

for each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars (was car stall to be of a minimum size of ten feet by twenty-cars).

H. Public Portland concrete sidewalks four feet wide by tour a dead thick shall be constructed on all lots and adjacent to all account, except that no walks need be built adjoining Pacific Direction. Said sidewalks shall be constructed and completed by the later that the of completion of the main residential structure and belong occupancy thereof, and shall be located four feet back of curn line.

I. A perpetual license and easement is hereby reserved in favor of any granted to Omaha Public Power District and Northwestern Bell Telephone Company, Skyline Water Co., Peoples Natural Gas Co., and Sanitary and Improvement District No. 57 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, lines 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 an 8-foot-wide strap of land adjoining the rear lines and a 5-footwide strip adjoining the 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, thus said side lot line easement is granted upon the specific condition that if all 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 pixty 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 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. Notwithstanding the foregoing, the casement adjoaning the rear lot lines for power line or conduit purposes shall be 16 feet in width adjoining the rear lines of the following

> Lots 338 through 364 and adjoining the Southeasterly rear line of Lot 365 and the rear lines of Lots 379 and 380.

- J. At time of initial occupancy of the main dwelling, the then owner shall plant, and there shall thereafter be maintained in a growing state by the then owners, at least one deciduous tree with a minimum trunk diameter of one and one-half inches; said tree to be located in the front yard at least ten feet from the front lot line.
- K. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of said Sanitary and Improvement District Ro. 57.

| IN WITNESS WHEREOF, the all said real estate, have caused | undersigned, being the owners of these presents to be duly executed |
|---|---|
| this Oth day of May | , 1973. |

Wilmu C. Rogers (his wife) Franklin P. Rogers (Developer)

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On the day and year last-above written before me, the undersigned, a Notary Public in and for said County, personally came FRANKLIN P. ROGERS and WILMA C. ROGERS, husband and wife, to me personally known to be the identical persons whose names are affixed to the above Protective Covenants, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last-above written.

Notary Public

OF

BETTY M. ROCKWOOD GENERAL NOTARY — State of Nebr. My Commission Expens October 24, 1976

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PROTECTIVE COVENANTS

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, 2005:

Lots 320 through 542, both inclusive, in Chapel Hill, a subdivision in Douglas County, Nebraska.

If the present or future owners or users of any of said lots shall violate or threaten to violate any of these Covenants, any other person or persons owning any part of said real estate may prosecute proceedings at law or in equity to prevent such actual or threatened violation and to recover damages or other dues therefor.

Invalidation of any 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. The undersigned developer reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the developer deems it necessary or advisable in unusual circumstances or to prevent hardship.

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- A. 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 public, church, educational or charitable uses. No dwelling structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two-and-one-half stories in height, a private garage, attached breezeways and other out-buildings incidental to residential uses.
- B. No dwelling shall be erected or placed on any building plot which has an area of less than is required by applicable zoning ordinances, which ordinances will also control the minimum front, side and rear yards.
- carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any lot without written consent of the undersigned. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any lot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any lot. All fact tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure. All voeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All lots shall be kept free of all types of trash and debris.
- D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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 structure shall be occupied as a residence until all exterior construction is fully completed according to plans approved by the undersigned developer.

- E. No boats, trailers of any kind or campers of any kind shall be parked or stored in front or to the side of the main dwelling except that during the months of May through September, they may be parked on driveway only. Boats, trailers and campers may be parked or stored to the rear of the main dwelling at any time. No motor vehicles may be parked or stored outdoors on any lot, except vehicles driven on a daily basis by the occupants of the dwelling located on such lot.
- Prior to any construction or grading, the owner must first submit construction and grading plans to the undersigned developer and secure his written approval thereof as to exterior materials, grading and placement of structures on the lot. design. design materials, drading and placement of structures on the lot-Within thirty days after receipt of said plans, the undersigned developer shall either notify the owner in writing of his 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. The exposed foundation walls which front on any street of all main residential structures must be constructed of or faced with natural or simulated brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. At least 50 per cent of the total exposed wall surface area (above foundation but excluding garage door openings and gable ends) of those elevations of the main dwelling which face upon a street must be constructed of or faced with natural brick or stone.
 - G. The ground floor finished and enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:
 - 1) 1250 square feet for a one-story dwelling.
 - 2) 1000 square feet for a 1 1/2 story or 2-story dwelling.
 - 3) 1100 square feet for a split-level dwelling. (On split-level or split-entry dwellings, the "ground floor" shall be deemed to include all finished living areas except such areas as are constructed on top of other finished living areas)

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars (each car stall to be of a minimum size of ten feet by twenty-one feet).

H. Public Portland concrete sidewalks four feet wide by four inches thick shall be constructed on all lots and adjacent to all streets, except that no walks need be built adjoining Pacific Street. Said sidewalks shall be constructed and completed by the then owner at time of completion of the main residential structure and before occupancy thereof, and shall be located four feet back

I. A perpetual license and easement is hereby reserved in favor of any granted to Cmaha Public Power District and Northwestern Bell Telephone Company, Skyline Water Co., Peoples Natural Gas Co., and Sanitary and Improvement District No. 57 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, lines 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 an 8-foot-wide strip of land adjoining the rear lines and a 5-footwide strip adjoining the 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 all 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 anniomatically 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 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. Notwithstanding the foregoing, the easement adjoining the rear lot lines for power line or conduit purposes shall be 16 feet in width adjoining the rear lines of the following Lots:

> Lots 338 through 364 and adjoining the Southeasterly rear line of Lot 365 and the rear lines of Lots 379 and 380.

- J. At time of initial occupancy of the main dwelling, the then owner shall plant, and there shall thereafter be maintained in a growing state by the then owners, at least one deciduous tree with a minimum trunk diameter of one and one-half inches; said tree to be located in the front yard at least ten feet from the front lot line.
- K. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of said Sanitary and Improvement District No. 57.

| IN WITNESS WHEREOF, the all said real estate, have caused this <u>9th</u> day of <u>May</u> | undersigned, being the owners of these presents to be duly executed, 1973. |
|---|--|
|---|--|

Wilma C. Rogers (his wife) Franklin P. Rogers (Developer)

STATE OF NEBRASKA) iss. COUNTY OF DOUGLAS)

On the day and year last-above written before me, the undersigned, a Notary Public in and for said County, personally came FRANKLIN P. ROGERS and WILMA C. ROGERS, husband and wife, to me personally known to be the identical persons whose names are affixed to the above Protective Covenants, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last-above written.

Notary Public

BETTY M. ROCKWOOD GENERAL NOTARY — State of Nebr. My Commission Expires October 24, 1976

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END OF IN MEMBERICAL LADEX AND RECORDED IN THE NEGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
24 DAY OF 1913 AT : 531 M. C. HAROLD OSTLER, REGISTER OF DEEDS 67.75