

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners, or purchasers under contract, of the following described properties, do hereby impose these covenants on said properties, 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, 2000:

Lots One (1) through Eleven (11), inclusive, and Lots Twenty-nine (29) through Thirty-eight (38), inclusive, in Rolling Meadows II, a Subdivision in Douglas County, Nebraska.

1. If any present or future owner, user or occupant of any of said properties 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 him 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. G. P. Development, Inc., a Nebraska corporation, reserves the exclusive right to modify, alter or waive these covenants by means of a written, recorded instrument as to any parcel, in cases where said corporation deems it necessary or advisable because of unusual circumstances or to prevent hardship. Said G. P. Development, Inc. reserves the right to select another person, firm, or entity as its designee to carry out its rights under the terms of this document, 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 for recreational, public, church, educational or charitable uses.
4. Prior to the construction of any structure or grading on any parcel of the subject property, the owner shall first submit construction plans to G. P. Development, Inc., or its designee, and secure from G. P. Development, Inc., or its 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. Plans will not be returned to the owner. Within thirty (30) days after receipt of said plans, G. P. Development, Inc., or its designee, shall either notify the owner in writing of the approval of said plans or of the disapproval of the same, with reasons therefor if disapproved. If G. P. Development, Inc., or its designee, shall fail to so notify the owner within the thirty (30) day period, then such plans shall be deemed approved.
5. Construction on, or improvement of, any building site 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.

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waiver or change of such restrictions by the Omaha City authorities shall not be effective to alter this covenant unless G. P. Development, Inc., or its designee likewise consents in writing to such waiver or change.

C. Minimum Dwelling Size: Each dwelling shall contain finished living space (exclusive of porches, breezeways and garages) of not less than one thousand five hundred (1,500) square feet for single story structures and not less than one thousand eight hundred (1,800) square feet for bi-level, tri-level, split entry or two story structures.

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

E. Wiring: All electrical power and telephone service wires shall be buried underground.

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

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

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

I. All exposed foundations shall be either brick, stone-faced or painted cement blocks, or painted poured foundations.

J. Buildings constructed elsewhere shall be not moved onto or upon any lot within this subdivision, provided, however, that this shall not be interpreted to forbid the erection of a manufactured house, or a dwelling using pre-fabricated sections.

K. No water cooled air-conditioning units may be operated or used in any structure on any parcel of land unless operated in a manner and in accordance with a design approved by G. P. Development, Inc., or its designee.

6. The parties executing this instrument do hereby waive any and all bridle trail easements in, on or over the subject lots, notwithstanding the fact that the same may show on the plat of the subdivision of which the subject lots form a part.

7. 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 shabby shall be removed at the owner's expense.

8. 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 unattractive condition.

9. All trailers, boats, and other recreational and commercial vehicles shall be stored either in enclosed structures or to the rear of the rear building line of the residential structure. All trucks shall be enclosed in structures and shall not be parked on driveways or on the public streets.

10. 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, 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, 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 each of the buildable parcels established from the subject lots, said license and easement being granted for the use and benefit of all present and future owners of buildable parcels, provided however that said side line easements are granted upon the specific conditions that if the same have not been used within ten (10) years from the date of recording of these covenants, or within six (6) months after a residential structure shall have been established on any particular buildable parcel, or if at any time after any facilities have been constructed therein, the same are removed, without replacement within sixty (60) days after removal, then the side line easement shall terminate and become void as to such unused or abandoned easement ways. No permanent buildings, trees, 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 Omaha Public Power District, and their respective successors in interest, 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 electric service entrance of the main residential structure when constructed upon any buildable parcel, and continuing from such service entrance on a straight line to the property line of said buildable parcel where connection is to be made to the appropriate service lines involved.

11. 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, shall pay any connection charges required by such organization, and shall obtain approval thereof from such organization. Any such connection to any such water main, including the furnishing and installation of an approved meter, shall be made at the owner's expense. These provisions may be waived by G. P. Development, Inc., or its designee, with the consent of the organization furnishing water.

12. 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.

13. No provision contained herein shall in any way be construed as imposing upon G. P. Development, Inc., or its designee, or their successors in interest, any liability, obligation or requirement for enforcement

15. No automobile, motorcycle, truck or other vehicle shall be repaired or dismantled upon any of the subject parcel, except within an enclosed structure.

EXECUTED this 2nd day of October, 1979.

Steven A. Mayo
STEVEN A. MAYO

Carrie L. Mayo
CARRIE L. MAYO

Gail W. Hunt
GAIL W. HUNT

Jackie R. Hunt
JACKIE R. HUNT

G. P. DEVELOPMENT, INC.

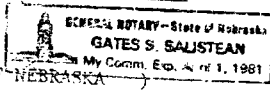
BY: Gary Parker
Gary Parker, /President

Lloyd R. Pettegrew
Lloyd R. Pettegrew, Trustee

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Before me, the undersigned, a Notary Public, personally appeared LLOYD R. PETTEGREW, TRUSTEE, to me known to be the person who executed 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 2nd day of October, 1979.



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

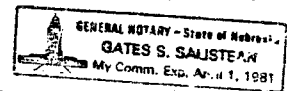
Gates Salustean
Notary Public

Before me, the undersigned, a Notary Public, personally appeared GARY PARKER, President of G. P. DEVELOPMENT, INC., a corporation, known to me to be the President and identical person who executed the above and foregoing Protective Covenants and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, this 2nd day of October, 1979.

Gates Salustean
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

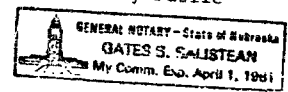


Before me, the undersigned, a Notary Public, personally appeared STEVEN A. MAYO and CARRIE L. MAYO, husband and wife, to me known to be the identical persons who executed the above and foregoing Protective Covenants and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, this 2nd day of October, 1979.

Gates Salustean
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.



Before me, the undersigned, a Notary Public, personally appeared GAIL W. HUNT and JACKIE R. HUNT, husband and wife, to me known to be the persons who executed the above and foregoing Protective Covenants and they acknowledged the execution thereof to be their voluntary act and deed.