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BOOK 565 PAGE 723

PROTECTIVE COVENANTS FOR ROLLING MEADOWS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owner of the property hereinafter described, does hereby impose these covenants on the 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, 2000:

Lots One (1) through Twenty-two (22) inclusive, in Rolling Meadows, 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 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. 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 uses.
4. Prior to the construction of any structure or grading, the owner 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. Plans will not be returned to the owner. Within thirty (30) 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 of the disapproval of the same, with reasons therefor if disapproved. If the undersigned, or his 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 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

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, within the subdivision.

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 prefabricated sections.

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

6. Any and all livestock maintained on any lot in the subdivision 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 setback 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 and 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. The use of barbed wire of any kind in the construction or maintenance of any fence on any lot in the subdivision is prohibited. Each lot owner shall take all reasonable and necessary steps to insure adequate rodent control on his property.

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

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. No horse or pony shall be stabled upon any parcel of land containing less than 43,560 square feet, unless specifically permitted in writing by the undersigned or his designee. Not more than two horses or ponies shall be stabled on any parcel.

11. An easement for a bridle path is hereby designated along, over and across the rear ten (10) feet of each lot in the subdivision as well as a strip of land ten (10) feet in width and adjacent to the easterly lot lines of Lots One (1), Eleven (11), Twelve (12) and Twenty-two (22), and along, over and across a strip of land ten (10) feet in width adjacent to the westerly lot lines of Lots Five (5), Six (6) and Sixteen (16), and along, over and across a strip of land ten (10) feet in width, being five (5) feet on either side of the common lot line between Lots Seventeen (17) and Eighteen (18). This easement area shall be maintained by the owner of the lot across which the same lies for the use and benefit of all owners of land in the subdivision, and of any part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska, together with their families, tenants and invitees. No fences shall be built in the easement area.

12. 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 lots in the addition, said license and easement 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 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 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, 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 portion of any lot in the subdivision, and continuing from such service entrance on a straight line to the front lot line of said building plot.

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

