

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned is the owner of Lots 1 to 58, inclusive, in Caspio's Addition #2, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

NOW, THEREFORE, the following restrictions and protective covenants are hereby placed on the above mentioned lots, to-wit:

1. The covenants and restrictions herein set forth shall be binding upon all persons for a period of 25 years from and after the date of recording of this instrument. At the expiration of said period, said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless they are changed in whole or in part by the vote of the majority of the owners of the lots.
2. All lots herein described shall be known as and described as "Residential Lots." No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one (1) or two (2) story detached single family dwellings, with a private garage for not more than three (3) cars; with necessary out-buildings, and no lot or parcel therein shall be improved, used or occupied by other than private one family residence purposes and there shall not be erected, placed or maintained on any of said lots any flats, duplexes, apartments, public garages, oil stations or any other buildings whatsoever, except single detached dwelling houses, to be used exclusively for one-family dwellings.
3. None of the said lots shall be re-subdivided into two or more smaller lots. Nothing in this paragraph shall restrict any lot owner from conveying any part of his lot to an adjoining lot owner, provided however, that no lot, as a result of such sale, shall be reduced to an area of less than 10,000 square feet.
4. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,600 square feet in the case of a one-story home, or less than 900 square feet in the case of a two-story structure.
5. All buildings shall comply with the zoning regulations and building codes of the County of Sarpy, Nebraska, and in any event no buildings shall be located on any residential building plot nearer than thirty-five (35) feet to the front lot line, nor nearer than seven and one-half (7½) feet to any side lot line, provided however, if Avery Realty Company, Inc., shall determine that said set-back requirements and side lot requirements as to any lot or lots in said addition are not adequate or satisfactory to the proper development of said addition, the corporation, by resolution may alter or change the same, provided said change or alteration shall conform to and with the building permit issued by the County of Sarpy.
6. No trailer, basement, tent, shack, garage or other out-building may be erected on any of the said lots at any time to be used as a residence, temporary or permanent, nor shall any structure of a temporary character be permitted as a residence. No old structures already built shall be moved onto any lot or building site within this addition.
7. For a period of five (5) years from the date of the recording of this agreement no building shall be erected, constructed, altered, placed or permitted to remain on any lot in said addition herein described until the plans and specifications have been approved in writing by Avery Realty Company, Inc. or agents, or individuals designated by said corporation.
8. The title holder of each lot, vacant or improved, shall keep said lot free from weeds and debris, and shall not permit any noxious or offensive trade or activity to be carried on upon said lot, nor shall anything be done on said lot which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept on any of said lots, except that dogs, cats or other household pets may be kept provided that they are not kept, maintained or bred for any commercial purposes.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utility companies now or hereafter operating within said addition, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary guy and sustaining wires, cross-arms, guys and anchors, and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services along, across, over and under the rear five feet of each lot in said addition.

10. If the present or future owners of any of said lots, their grantees, heirs or assigns, shall violate or attempt to violate any of the covenants and restrictions herein set forth, it shall be lawful for any other person or persons owning any other lots in said replat, or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said covenants and restrictions and either to prevent him or them from so doing or to recover damages resulting from such violation or violations.

This paragraph shall not be construed as imposing upon any person or persons the duty of enforcing any one or all of these covenants or restrictions.

Invalidation of any one of these covenants by a judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

Dated this 26th day of October, 1962.

AVERY REALTY COMPANY, INC.

By Alfred Cascio
President

Attest:

Edna Casco
Secretary

STATE OF NEBRASKA }
COUNTY OF Douglas } SS.

On this 26th day of October, 1962, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Alfred Cascio President and Edna Casco Secretary of Avery Realty Company, Inc., who are personally known to me to be the identical persons whose names are affixed to the above agreement as President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and official seal, at Omaha in said County, the date aforesaid.

Margaret Lane
Notary Public

My Commission expires: Sept 21, 1967