

24-2

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, 1990:

All Lots in High Meadows, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, 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 any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

A. Said lots shall be used only for single-family purposes, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than six thousand (6,000) square feet. No building shall be located on any lot nearer than twenty-five feet to the front lot line, nor shall any building, except a detached garage, be located nearer than six feet to any side line of any building plot; provided that lots fronting on 42nd Street shall have a minimum front yard of forty feet. In the event that Sarpy County Board of Commissioners (sitting as a Board of Adjustment) shall by resolution permit a lesser lot area, front yard or side yard than above provided, then the decision of the said Board shall automatically amend and supersede the above restrictions as to the lot or lots in question.

C. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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.

E. The ground floor enclosed area of residential structures, exclusive of open porches and garages, shall be not less than 750 square feet for a one-story structure nor less than 600 square feet for a one-and-one-half story or taller structure.

F. A perpetual license is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, 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 service over and upon a five (5) foot strip of land adjoining the rear boundary

... 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.

IN WITNESS WHEREOF, the undersigned corporation, being the owner of all said real estate, has caused these presents to be duly executed this 8th day of August, 1953.



HIGH MEADOWS CORPORATION

Attest: John J. Mintz
Secretary

By: Laurance H. ...

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On the date last above written, before me, the undersigned a Notary Public in and for said County, personally appeared MYERS, President of High Meadows Corporation, to be known to be the President and the following covenants were affixed to the above Covenants, and the same were therefor to be his voluntary act and deed and the seal of the said corporation was therefor affixed by the undersigned.

IN WITNESS my hand and Notarial Seal at Omaha in Nebraska this 8th day of August, 1953.



John J. Mintz
Notary Public

My Commission Expires: March 1, 1957