

Mary H. Crnkovich, Single, : PROTECTIVE COVENANTS AND
to : RESTRICTIONS
Whom It May Concern. :

The undersigned, being the owner of all lots in Hilltop Acres, a Replay of ^{Part 3} Lot Five (5), Fahs Subdivision, an addition in Sarpy County, Nebraska, is desirous of placing proper restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Hilltop Acres Addition for a period of twenty-five years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions, and easements:

1. All lots shall be used for single family dwellings only.

2. If a detached garage is built on any single family dwelling lot, the garage shall be placed not nearer than 5 feet from the rear of side lot line, exclusive of eaves except on corner lots, in which case the garage shall be placed not nearer than 15 feet to side lot line adjacent to the street.

3. No dwelling shall be constructed on any parcel of ground of less area than the smallest lot as now platted in the same block.

4. No dwelling shall be constructed nearer than 35 feet from the front lot line, excluding steps and open porches and eaves, and no dwelling shall be constructed nearer than 15 feet from the side lot line, excepting on corner lots the side yard shall extend at least 15 feet from the side lot line.

5. No dwelling shall contain more than two stories and shall be permitted only when the dwelling contains the following minimum square footage:

(a) If a one-story building, not less than 1000 square feet, exclusive of garage, open porches and basement.

(b) If a two-story dwelling, not less than 1350 square feet, excluding garage, open porches and basement.

6. A perpetual easement of 5 feet on each lot is hereby granted to municipal corporations and public utility corporations over, under and on the rear 5 feet of each lot for the installation, maintenance, and repair of electric and telephone lines.

7. No commercial signs of any kind shall be erected on any lot, except temporary signs of builders or material companies, or signs incidental to the sale or proposed sale of said property.

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska
on 11 day April 1966 at 2:30 P.M., Esther Ruff, County Clerk. 2

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

9. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

10. Dwellings constructed in another addition or location shall not be moved to any lot in this addition.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

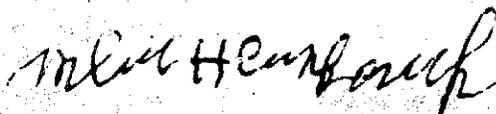
12. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

13. A public concrete sidewalk of not less than 3 feet in width and 4 inches thick shall be installed for each improved lot by the lot owner on the side or sides of the lot adjacent to the street, and the edge of the sidewalk which is further from the street shall be adjacent to the lot line.

14. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15. Enforcement shall be by proceedings at law or in equity against any person, or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.



MARY H. CZERKOVICH

AMENDMENT TO PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of Lots One (1) through Thirty-Eight (38), both inclusive, in Hilltop Acres Subdivision, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, and that Protective Covenants covering said property were filed April 11, 1961 in the Office of the Register of Deeds, Sarpy County, Nebraska, and recorded in Miscellaneous Book 28 Page 28.

That the undersigned owners desire to amend said Covenants by changing Paragraph 4 to read as follows:

4. No dwelling shall be constructed nearer than 35 feet from the front lot line, excluding steps and open porches and eaves, and no dwelling shall be constructed nearer than 10 feet from the side lot line, excepting on corner lots the side yard shall extend at least 15 feet from the side lot line.

That the Paragraph 4 as heretofore existing shall not have any further force and effect and the Paragraph 4 above set forth shall be substituted therefore and incorporated in the said amendments as if it had been originally set out therein.

It is further agreed by the undersigned that all of said lots in said subdivision shall be owned, held and conveyed under and subject to the above mentioned protective covenants including the above mentioned amendment and that the said protective covenant as amended shall remain in full force and effect as to all of said lots in said subdivision.

Dated this 29 day of May, 1971.

- Lot 1 W.R. Smith, Edna M. Seals
- Lot 2 Joseph J. Bylski, (Wife) Bylski
- Lot 3 W. J. ...
- Lot 4 John M. Allen, Judith A. Allen
- Lot 5 William ...
- Lot 6 ...

FILED 9-20-71 AT 11:22 A.M. IN BOOK 44 OF Misc. Recs. 1850
453 Carl & Helen ... GISTEN OF DEEDS
see 011000X

E50' of Lot 8 and
W 50' of Lot 9

Gerald C. Morehouse
Louise G. Morehouse

Lot 11 *Ernest M. Amerine & Marge N. Amerine*

Lot 12 *Richard H. Langill & Elfriede N. Langill*

Lot 13 *William J. Crennan & Barbara A. Crennan*

Lot 15 *Russell T. Duncan & Hazel A. Duncan*

Lot 16 *Georgeanna Ragland, Ralph E. Ragland*

Lot 17 *Edward P. Skradski & Marlene M. Skradski*

Lot 18 *Dennis K. Shearer, Grace M. Shearer*

Lot 20 *Y. E. Nelson, Roma D. Nelson*

Lot 21 *Simeon C. Sparkman Jr.*

Lot 22 *Robert E. Huhnke, Jeanine Y. Huhnke*

Lot 23 *Raymond K. Munn, Nancy E. Munn*

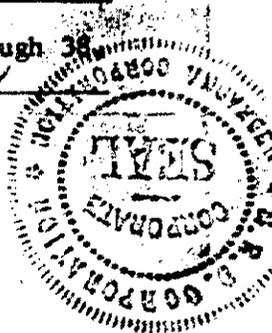
Lot 24 *David C. Jones, Virginia A. Jones*

Lot 25 *Virginia A. Jones*

Lots 7, East 25' of Lot 9 and West 25' of Lot 8, 10, 14, 19, 26 through 30 inclusive

Joseph Drakulich PRESIDENT

M. R. B. Corporation by Joseph Drakulich, President



STATE OF NEBRASKA }
COUNTY OF SARPY } SS.

Before me, a Notary Public in and for said County, personally came K. David Seals, Ella M. Seals; Joseph J. Bylinski, Dolores J. Bylinski; Dean Nelson, Ada Nelson; Robert C. Allen, Judith A. Allen; William T. Sawyer, Jeanette E. Sawyer; John F. Mauss, Janice L. Mauss; Gerald C. Morehouse, Louise G. Morehouse; Ernest M. Amerine, Marge N. Amerine; Richard H. Langill, Elfriede N. Langill; William J. Crennan, Barbara A. Crennan; Russell T. Duncan, Hazel A. Duncan; Georgeanna Ragland, Ralph E. Ragland; Edward P. Skradski, Marlene M. Skradski; Dennis K. Shearer, Grace M. Shearer; Y. E. Nelson, Roma D. Nelson; Simeon C. Sparkman Jr.; Robert E. Huhnke, Jeanine Y. Huhnke; Raymond K. Munn, Nancy E. Munn; David C. Jones, Virginia A. Jones, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this 25 day of September, 1971.

Joseph Drakulich
Notary Public



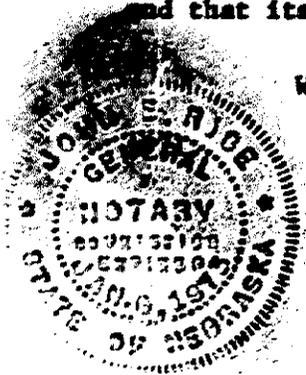
My commission expires: June 6, 1973

State of Nebraska)
) ss.
County of Searcy)

Before me a Notary Public in and for said County, personally
came Joseph Drakulich, President of M. R. D. Corporation, a corporation,
known to me to be the President and identical person who signed the fore-
going instrument, and acknowledged the execution thereof to be his voluntary
act and deed as such officer and the voluntary act and deed of said corporation
and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on

Sept 20



John E. Rice
Notary Public

Commission expires:

Jan 6, 1973