

80-5407

BOOK 520 PAGE 140

PROTECTIVE COVENANTS

These Protective Covenants made this 19th day of March, 1973, are to run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate until January 1, 2005:

Lots 1 through 265 inclusive, excepting only Lot 227, Lot 228, and Lot 255 Le Beau, an addition to Douglas County, Nebraska.

1. 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 Protective Covenants, it shall be lawful for the 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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
2. Invalidity of any of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
3. Said lot shall be used only for residential purposes except such lots, or portions thereof, as may hereinafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.
4. No structures shall be erected, altered, placed or permitted to remain on any residential building plot as hereinafter defined other than one detached dwelling of one or more living units, not to exceed two and one-half stories in height, a private garage, attached breezeways and other out buildings incidental to residential uses.
5. 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. No fences shall be erected in front of the main residential structure and all weeds and grass shall be cut down to a maximum height of 6 inches above ground level. All lots shall be kept free of all types of trash and debris.
6. No trailer, basement, tent, shack, garage, barn or other out building 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. No structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans.

7. No lot as originally platted shall be used as a building plot if it has been reduced below 70% of its original platted size; provided however, that parts of two or more platted lots may be combined into one building plot if the plot is at least equal in size as the largest of said lots as originally platted.

8. For one story structures, the ground floor enclosed living area of the main residential structure exclusive of open breezeways, basements and garages shall not be less than 900 square feet minimum size. For two story structures, the ground floor enclosed living area of the main residential structure exclusive of open breezeways, basements and garages shall not be less than 600 square feet and with the total living area of both stories not less than 1,000 square feet total minimum size.

9. Public concrete sidewalks 4 feet wide by 4 inches thick shall be constructed by the then owner of each of said lots. Said sidewalk shall be constructed and completed by the then owner at the time of completion of the main residential structure and shall be located 4 feet back of the curb line. Owners of corner lots shall construct sidewalks along each street side of the lot.

10. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, Sanitary and Improvement District No. 240 of Douglas County, Nebraska, and the City of Omaha, Douglas County, Nebraska, to erect, operate, maintain, repair, and renew utility service lines either above or below the ground for utility service to the within subdivision; such perpetual license and easement shall be granted over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said additions; said license being granted for the use and benefit of all present and future owners of lots in said addition, provided, however, that if the Grantees of said license and easement fail to install utility services within five years of the date of the signing of these covenants then such grant of license and easement shall be null and void as to those unoccupied areas.

BOOK 5211 PAGE 142

11. Each residential structure constructed shall have a minimum eave overhang of 12 inches. Prefabricated structures and structures moved from other locations shall not be permitted except that new factory housing may be utilized provided that the plans and specifications therefor have been approved by the undersigned developer.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has caused these covenants to be duly executed this 14th day of March, 1973.

T & R, INC., A Nebraska Corporation  
BY [Signature]  
President and Developer

JOHN J. KENNEY BUILDER, INC.

BY [Signature]  
President

DAVID L. ROEBUCK

BY [Signature]

GARY E. EVANS & CHARLENE T. EVANS

BY [Signature]

BY [Signature]

RODNEY R. TOMPKINS & LORETA J. TOMPKINS

BY [Signature]

BY [Signature]

MARQUIS CONSTRUCTION CO., INC.

BY [Signature]  
President

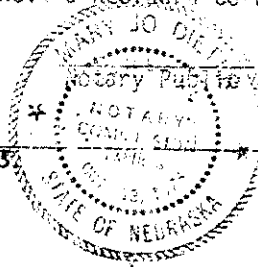
ATTEST:

[Signature]  
Secretary

STATE OF NEBRASKA )  
                          )ss.  
COUNTY OF DOUGLAS)

Now on this 19th day of March, 1973, before a notary Public in and for said county, personally came Ted Reeder, to me known to be the President of T & R, Inc. and Wayne R. Patrick, to me known to be the Secretary of T & R, Inc. and John J. Kenney known to me to be the president of John J. Kenney Builder, Inc. Bernard Reeder, known to me to be the president of Marquis Construction Co., Inc. David L. Roebuck, Single. Gary E. Evans and Charlene T. Evans husband and wife, Rodney R. Tompkins and Loreta J. Tompkins, husband and wife, and they acknowledged the execution of these Protective Covenants to be their voluntary act and deed and the voluntary act and deed of T & R, Inc., a Nebraska Corporation.

Witness my hand and notarial seal on \_\_\_\_\_, 1973  
My commission expires \_\_\_\_\_, 1973



FILED IN THE PUBLIC RECORDS AND INDEXED IN THE OFFICE OF RECORDER OF DEEDS IN DOUGLAS COUNTY, NEBRASKA  
20 DAY OF MARCH 1973  
C. HAROLD OSTLER, RECORDER OF DEEDS  
74.50

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