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PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,  
AND EASEMENTS

BLOOMFIELD HILLS COMPANY,  
And FREDERICK H. BUCHOLZ  
And NAOMI T. BUCHOLZ,  
Husband and Wife,

To

WHOM IT MAY CONCERN:

The following covenants shall run with the land in Lots One (1) to Eight (8) inclusive, in Bloomfield Hills Addition, an Addition in Douglas County, Nebraska, and shall be binding on the owners of all and any part of said lots and on all persons claiming under them until the first day of January, 1980, unless waived as hereinafter provided, and after the first day of January, 1980, said covenants shall be extended automatically for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

By accepting a deed to all or any part of said lots a grantee shall thereby bind himself, his heirs, executors, administrators, assigns, and grantees to observe and perform all said covenants as fully as though said grantee had joined in this declaration.

If any such grantee, or his heirs, executors, administrators, assigns, or grantees shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said real estate to prosecute any proceedings in 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.

1. All lots shall be used for residence purposes exclusively from the date hereof until the first day of January, A.D. 1980, or such subsequent date to which the covenants herein shall be extended automatically under the provisions hereof.

2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of two adjoining lots, the total

width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership, or all of one lot and part or parts of one or more adjoining lots.

3. No building shall be erected on any lot within said period other than a single detached dwelling thereon, and no lot shall be improved, used or occupied for other than a private one-family residence purposes; and there shall not be erected, placed on or maintained on any lot any flats, duplexes, apartments (even though intended for residence purposes), public garages, oil stations, or any other buildings whatsoever, except a single detached dwelling house to be used exclusively as a residence for a single family.

4. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said Addition until the plans and specifications have been approved in writing by the Bloomfield Hills Company. Such dwelling as is built upon any such lot within said period shall not be over two (2) stories in height, and must be built of wood, stone, brick, brick veneer, or some combination thereof. A one and one-half story house, when and if prescribed and limited herein, shall mean a house having sufficient space on the second floor to accommodate at least two complete rooms whose combined cubic contents when and if finished, would be at least one-third of the cubic contents of the finished first floor portion, exclusive of garage, porches, patios, and basement, and each such second floor room shall have at least two windows whose glass sizes are at least two feet wide by three and one-half feet high and opening from each such second floor room in at least two directions. No trailer, basement, excavation, tent, shack, garage, barn, or other outbuildings erected, constructed, or placed on any part of said premises shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. All dirt from the cellars, basements, or other excavations from each and every lot during said period shall be removed from said lots, subject to permission granted by Bloomfield Hills Company to place such dirt in low areas of surrounding land, and the general slope of said premises and terraces, after the buildings have been erected, shall remain substantially as now established. This provision may be waived at the option of Bloomfield Hills Company by written consent.

6. An easement is reserved over the rear five feet of each lot for utility installation and maintenance, and over five feet along each side lot line.

7. The said lots shall not be used as building sites within said period except as an entirety, or as a part of and in connection with adjacent lots, in which event the restrictions pertaining to such adjoining lot or lots shall apply to each lot or parcel of lot conveyed, as though the lot or parcel of lot being conveyed had been originally a part of such adjoining lot -- in which case the definition of a single lot set out in Paragraph 2 hereof shall apply. In case the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this paragraph shall be construed accordingly; and if any residence of the maximum width is built or maintained on any such lot,

then thereafter the frontage so used may not be reduced on any such lot as long as said residence is maintained thereon; and the same provision shall apply as to the location of any residence with respect to the side lines of the lot. A main building that is more than one story in height shall have an inside floor area, exclusive of basement, porches, terraces, and garage, of not less than 2250 square feet; and if one story in height, an inside floor area, exclusive of basement and garage, of not less than 2250 square feet.

8. The front line of any house, garage, porch, patio, or terrace shall be set back at least 70 feet from the front lot line of each lot, and there shall be a minimum side yard on each side of said house of 35 feet between the side lot line and the closest point of the house, garage, porch, patio, or terrace. There shall be a minimum distance of 40 feet between the rear lot line and the nearest point of the house, garage, porch, patio, or terrace.

9. No house in the Bloomfield Hills Addition as now platted and recorded may face 102nd Street, Douglas County, Nebraska, or any boundary street of the development, nor may any house have its driveway or access entering 102nd Street or any boundary street of the development.

10. Unless waived by the Bloomfield Hills Company all wiring, including telephone and electric power lines, from any lot line to the improvements on any such lot shall be placed underground.

11. The following prohibitions shall be observed during the period these covenants are in effect:

- A. Exposed foundations above grade shall be built of brick, brick veneer, or stone, and no cement block, wood or composition stone foundation shall be exposed above grade.
- B. All fuel tanks on outside of house shall be buried.
- C. No sign shall be placed on any lot, except those of the Bloomfield Hills Company.
- D. No parking area shall be constructed between a street and a front property line other than paving required to connect the street with any driveway serving a residence.
- E. No hedge, walls, steps, or other construction, except drive or sidewalk, shall be placed or maintained forward of the front lot line.
- F. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to view, or become a nuisance.
- G. No horses, cows, goats, swine, sheep or any domestic animals (except dogs and cats), poultry or fowl, of any kind, will be permitted to be kept on any of the lots.
- H. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- I. No trailer, tent, shack, barn, shed, detached garage, or other detached buildings of any kind shall be erected or maintained on any lot.

- J. No garage shall be erected or maintained on any lot unless the same is attached to the house and is a minimum two car garage enclosed, except for the doors, with the same or compatible material as the house, and such garage shall have a floor area of not less than 400 square feet.
- K. No constructed fence of any material shall be erected or maintained on any lot without the written approval of Bloomfield Hills Company.
- L. No boundary or delineatory walls shall be erected or constructed on any lot, except that with the approval of the Bloomfield Hills Company low, solid masonry walls, not exceeding 30 inches in height and constructed entirely of brick or stone or a combination thereof and compatible with the architecture of the house, may be erected for the purpose of delineating patio or terrace areas only.
- M. No outside incinerator or trash burning facilities shall be erected or maintained on any lot.
- N. No outdoor cooking facilities shall be erected or maintained on any lot, except in accordance with the following restrictions and subject to the approval of the Bloomfield Hills Company:
  - 1) Must be constructed of solid masonry (brick, stone, or a combination thereof) and must be architecturally compatible with the house, subject to the approval of the Bloomfield Hills Company.
  - 2) Such facilities may be used only for the preparation of food.
  - 3) The location of cooking or grilling facilities shall be subject to the approval of the Bloomfield Hills Company.
  - 4) Not more than one such facility shall be erected or maintained on any lot.
- O. No aerial towers of any kind shall be erected or maintained on any lot or on any improvement thereon, except with the approval of the Bloomfield Hills Company.
- P. No swimming pool of any kind or size shall be built or maintained on any lot.
- Q. No driveway shall be constructed of gravel, crushed rock, or any other material except concrete, brick or hardtop.
- 12. If and when this property is annexed to any Sanitary Improvement District of Douglas County, Nebraska, it shall be subject to all charges, taxes and other burdens thereafter levied by the District and subject to all of the rules and regulations of the District.
- 13. Invalidiation of any 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.
- 14. Bloomfield Hills Company reserves the right to waive any of the foregoing restrictions to the extent to which the waiver thereof will not adversely affect the general plan for the development and improvement of the lots above described.

15. In the event that the Grantee or Grantees of any lot, or the heirs or personal representatives of any such Grantee or Grantees, desire to sell any lot at any time prior to the completion of the residence building thereon, the Bloomfield Hills Company shall have the right and option to repurchase said lot for the amount of any bona fide offer which the said Grantee or Grantees, or their heirs or personal representatives, are willing to accept, which said option shall remain in effect for a period of twenty days after notice of intent to accept such bona fide offer, accompanied by a true copy of such offer, has been given to the Bloomfield Hills Company, unless said option is waived in writing prior to the expiration of the said twenty day period. In the event that the Grantee or Grantees herein, or the heirs or personal representatives of the Grantee or Grantees herein, should fail to complete the sale of said lot to the offeror or offerors, within sixty days after failure by the Bloomfield Hills Company to exercise its option as herein provided, the said Grantee or Grantees, or the heirs or personal representatives of the Grantee or Grantees, shall, before selling said lot at any time or times thereafter, again give to the Bloomfield Hills Company such notice of intention to accept any such bona fide offer, and true copy thereof, and the Bloomfield Hills Company shall have the same right and option, for a period of twenty days, after receiving each such notice, to repurchase said lot for the amount of such bona fide offer.

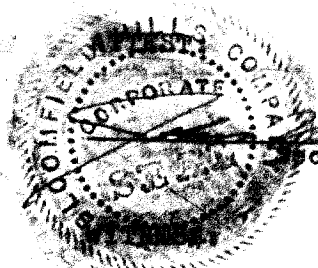
16. Wherever reference is made herein to Bloomfield Hills Company, the name Bloomfield Hills Company shall in each instance include its successors, assigns, liquidating agents and liquidating trustees, the same as though reference to the successors, assigns, liquidating agents and liquidating trustees was fully set forth in each instance after the name of said Company.

This instrument is executed by Bloomfield Hills Company as owner of Lots One (1) to Three (3), inclusive, and Lots Five (5) to Eight (8), inclusive, in said Bloomfield Hills Addition, and by Frederick H. Bucholz and Naomi T. Bucholz as owners of Lot Four (4) in said Bloomfield Hills Addition.

IN WITNESS WHEREOF, the said Bloomfield Hills Company has hereunto caused its corporate seal to be affixed, and these presents to be signed by its President, and Frederick H. Bucholz and Naomi T. Bucholz, husband and wife, have hereunto set their hands, all done this 19th day of May, 1955.

BLOOMFIELD HILLS COMPANY

By Naomi Towle Bucholz  
Naomi Towle Bucholz, President



Barbara H. Jenkins

Frederick H. Bucholz  
Frederick H. Bucholz

Barbara H. Jenkins

Naomi T. Bucholz  
Naomi T. Bucholz

298 284

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On this 17th day of May, 1955, before me, the undersigned, a Notary Public in and for said County, personally came NAOMI TOWLE BUCHOLZ, President of the Bloomfield Hills Company, and the identical person whose name is affixed to the above Protective Covenants, Conditions, Restrictions, and Easements and acknowledged the execution thereof to be her voluntary act and deed as such officer, and the voluntary act and deed of the said Bloomfield Hills Company, and that the corporate seal of the said Bloomfield Hills Company was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Chapman  
Notary Public

My Commission Expires the 27 day of July, 1958

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On this 17th day of May, 1955, before me, the undersigned, a Notary Public in and for said County, personally came FREDERICK H. BUCHOLZ and NAOMI T. BUCHOLZ, husband and wife, known to me to be the identical persons whose names are affixed to the above Protective Covenants, Conditions, Restrictions, and Easements, and they acknowledged their execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Chapman  
Notary Public

My Commission Expires the 27 day of July, 1958

33.  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.  
20 DAY May 1955 AT 4:09 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.