

DECLARATION OF PROTECTIVE COVENANTS

This declaration made this 1st day of September, 1955, by FUTURE HOMES, INC., hereinafter referred to as "Declarant";

WITNESSETH; That

Declarant is the owner of the real property situated in the County of Douglas, State of Nebraska, platted as Brentwood Heights, and hereby imposes upon and subjects all of the lots in said Addition to the following conditions, restrictions, reservations and covenants for the benefit of said property and its present and future owners and agrees that as Declarant conveys each lot the conveyance shall be made subject thereto.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one-detached single-family dwelling unit not to exceed two stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

3. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story building nor less than 725 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer than thirty-five (35) feet to the front lot line nor nearer than five (5) feet to the side street line. No building shall be located nearer than five (5) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. 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.

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

9. There should be an architectural control committee composed of:

B. H. Buras	7009 Dodge Street	and Mrs. B. H. Buras
Esther Lodge	7009 Dodge Street	

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

10. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. 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 the said violation or to recover damages.

13. Invalidation of any of these covenants and restrictions by judgment or

Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Future Homes, Inc., has caused this declaration to be executed by its President and Secretary Treasurer the day and year first above written

FUTURE HOMES, INC.

By B. H. Buras
President

By Esther Lodge
Secretary Treasurer

Witnesses:

L. D. Benson

STATE OF NEBRASKA)
DOUGLAS COUNTY)

ss.

On this 1st. day of September 1955 before me, the undersigned, a Notary Public in and for said County, personally came, B. H. Buras, president of the Future Homes, Inc., to be personally known to be the president and the identical person whose name is affixed to the within instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Future Homes, Inc., for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebraska, on the day last above written

Ralph W. Nielsen
Notary Public

My commission expires the 29th day of Dec 1959