

No.	: Avery Realty Co. Inc.,	: PROTECTIVE COVENANTS
Misc. 24	: (Corporate Seal)	: Dated July 2, 1958
Page 4	: By Alfred Cascio, Pres.	: Filed Sept. 3, 1958
	: Joseph J. Cascio Secty. Treas.	:
	: to	:

Know all men by these present that:

EVERY REALTY COMPANY, INC. being owners of Lots Two (2) to Fifty-five (55) inclusive, Cascio Subdivision Number One (1), a Subdivision in Sarpy County, Nebraska, do hereby declare that all of the said lots in said Subdivision are and shall be owned held and conveyed under and subject to the covenants, conditions, and restrictions herein set forth:

1. The covenants and restrictions herein set forth shall be binding upon all persons for a period of twenty-five years from and after the date of recording of this instrument. At the expiration of said period, said covenants and restrictions shall automatically be extended for successive periods of ten years unless they are changed in whole or in part by the vote of the majority of the owners of the lots.

2. All lots in said addition shall be known, described and used solely as residential lots, and no structure shall be erected on any of said lots other than one detached single family dwelling not to exceed two stories in height with an attached or built-in garage or car port.

3. None of the said lots shall be resubdivided into two or more smaller lots. Nothing in this paragraph shall restrict any lot owner from conveying any part of his lot to an adjoining lot owner, provided however, that no lot, as a result of such a sale, shall be reduced to an area of less than 12,000 square feet.

4. No dwelling shall be permitted which has a ground floor square area, exclusive of carports and porches, but including 40% of attached garage floor area, of less than 1500 square feet in the case of a one story structure, nor less than 1900 square feet in the case of a one and one-half or two story structure, on any of the lots numbered 10, 11, 31, 32, 45, 46, 47, 48, 49, 50, 51, 52 or 53, or which has a ground floor square area exclusive of carports and porches, but including 40% of attached garage floor area, of less than 1300 square feet in the case of a one story structure, nor less than 1100 square feet in the case of a one and one-half or two story structure on an other lot.

5. No building shall be erected on any of the said lots nearer than 35 feet from the front lot line nor nearer than ten feet to any side lot line, except that any residence built on a corner lot may be built as near as, but not nearer than 25 feet to the street side lot lines.

6. No trailer, basement, tent, shack, garage, or other out-building may be erected on any of the said lots at any time to be used as a residence, temporary or permanent, nor shall any structure of a temporary character be permitted as a residence. No old structures already built shall be moved onto any lot or building site within this Replat.

7. No building shall be erected on any of said lots without prior written approval of plans and specifications by Alfred Cascio or Joseph Cascio, or by each agent or individual as may be designated by Alfred Cascio or Joseph Cascio, if living, otherwise by such Agent or individual as may be designated by a majority vote of lot owners in a meeting called by any 3 lot owners by 5 day notice by mail to all owners.

All foundations exposed above grade facing the front or side yards must be brick or stone faced and at least 50% of the entire front above grade of all buildings on Lots numbered 10, 11, 31, 32, 45, 46, 47, 48, 49, 50, 51, 52, 53 shall be brick or stone.

8. The title holder of each lot, vacant or improved, shall keep said lot free from weeds and debris, and shall not permit any noxious or offensive trade or activity to be carried on upon said lot, nor shall anything be done on said lot which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept on any of said lots, except that dogs, cats or other household pets may be kept provided that they are not kept, maintained or bred for any commercial purposes.

9. A perpetual license is hereby reserved in favor of and

X such
X 5

X or

granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utility companies now or hereafter operating within said Replat, 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 services along, across, over and under the rear five feet of each lot in said Replat.

10. No one shall remove or permit to be removed any dirt from this area, except by written approval from Alfred Cascio or Joseph Cascio, or by such agent or individual as provided for in Paragraph 7 under written approval of plans and specifications.

11. 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 the covenants or restrictions herein set forth, it shall be lawful for any other person or persons owning any other lots in said Replat, or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said covenants or restrictions and either to prevent him or them from so doing or to recover damages resulting from such violation or violations.

This paragraph shall not be construed as imposing upon any person or persons the duty of enforcing any one or all of these covenants or restrictions.

~~Invalidation of any one of these covenants by a judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.~~

One witness. Acknowledged July 7, 1958 by Joseph J. Cascio, Secty Treas. and Alfred Cascio, Pres. of Avery Realty Company Inc., a corporation, who acknowledged said instrument to be their voluntary act and deed, before Samuel R. Caniglia, Notary Public, with general seal, Douglas County, Nebraska. Commission expires January 3, 1960.