

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

COUNTRY SQUIRE ESTATES 3rd ADDITION

The following covenants, conditions and restrictions are hereby imposed upon the real estate hereinafter described:

Lots 1 through 6 inclusive, being a platting of part of the Southeast Quarter of the Northwest Quarter of Section 13, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

1. Said lots shall be used for residential purposes only, for one single-family dwelling.
2. Any dwelling built on any lot shall have a minimum first floor area of 1500 square feet, exclusive of porches and garages. Also, it shall have a garage with a minimum capacity of 2 standard full size automobiles, the minimum floor area being at least 400 square feet.
3. No additional accessory building having an area of over 500 square feet may be erected on any lot.
4. Any structure(s) erected on any lot shall be constructed so that no cement blocks show above the ground level.
5. No trailer, basement, shack, tent, garage, barn or other outbuilding and no temporary structure hereon may be used as a residence at any time, either temporarily or permanently. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may become an annoyance or nuisance to neighboring property owners.
6. On all lots except Lots 5 and 6, the front yard must have a building setback of at least 75 feet, side yard 10 feet and rear yard 25 feet. On all lots except Lots 5 and 6, no accessory building may be within 75 feet of the front lot line, nor within 10 feet of the side or rear lot lines.
7. Nothing in these covenants shall be deemed to restrict the construction or sales activities of Helga M. Bonniwell, her successors, agents or assigns, nor the erection of temporary buildings and signs.
8. No structure may be erected hereon unless the plans therefor have been approved as to architectural design by the developer of this property, Helga M. Bonniwell, her agents, successors or assigns.
9. The provisions contained herein are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.
10. The undersigned hereby declares that the foregoing covenants are to run with the land and shall be binding on all present and future owners of any part of the above described real estate.

11. If the owners or persons in possession of any of said lots or their grantees, successors, heirs or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any person or persons owning any other lot(s) to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and to prevent him or them from so doing or to recover damages or both. Invalidation of any of these covenants shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

12. Nothing contained in this instrument shall in any wise be construed as imposing on the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions by the undersigned, except at the option of the undersigned.

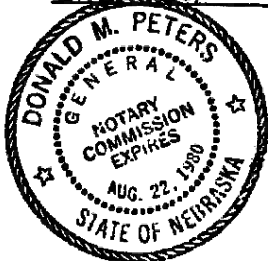
Dated this 19 day of September, 1979.

Helga M. Bonniwell
Helga M. Bonniwell

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned notary public qualified in said county, personally came Helga M. Bonniwell, personally known to me to be the identical person who executed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal this 19th day of September, 1979.



Donald M. Peters
Notary Public

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DOUGLAS COUNTY, NEBR.

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