

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the real estate hereinafter described until January 1, 1985.

If said present or future owners, or any of them, or their grantees, heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any part of said real estate hereinafter described to prosecute any proceedings at 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.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

A. All lots in the addition hereinafter described shall be known and described as residential lots, except such lots or portions thereof as may hereafter be conveyed or dedicated by the owners thereof for public, church, educational or charitable uses.

No structures shall be erected, altered, placed, or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage or car port for not more than two cars and attached breezeways or other out-buildings incidental to residential uses.

B. Except as hereinafter provided, no building shall be located on any residential building plot nearer than thirty-five feet to the front lot line, except on lots fifty-two (52) to seventy (70) inclusive, and seventy-two (72) to seventy-five (75) inclusive, the minimum set-back distance shall be twenty-five feet to the front lot line, nor shall any building, except a detached garage, be located nearer than five feet to any side line of any building plot.

C. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand (5,000) square feet or a width or less than the width of such lot as originally platted, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot". Where two or more lots (or portions thereof) are used as a residential building plot, the minimum width of such plot shall be not less than the originally platted width of the smallest lot within said building plot.

D. There shall not be constructed, installed, used or permitted to exist any private driveways or other means of ingress or egress to 72nd Street or Center Street Road (Bancroft Street) from any of the following lots in said addition: Lot One (1), Lots Two Hundred Twenty-two (222) through Two Hundred Thirty-one, inclusive, Lots Fifteen (15) through Twenty-nine (29) inclusive.

E. 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.

F. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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 pre-fabricated or factory-built homes shall be erected on any of said lots within said Addition.

G. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than nine hundred (900) square feet for a one-story house nor less than eight hundred sixty (860) square feet for a one and one-half story or taller house. Notwithstanding the foregoing, the ground floor enclosed area of the main residential structure shall be not less than twelve hundred (1200) square feet for a one-story house nor less than one thousand (1000) square feet for a one and one-half story or taller house erected on Lots One (1) through Fifteen (15) inclusive in said Addition.

H. These Protective Covenants shall hereafter apply to

All of Lots One (1) through Two Hundred Thirty-one (231) both inclusive, in Westgate, a Sub-division in Douglas County, Nebraska.

I. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Co., Omaha Public Power District and all public utility companies now or hereafter operating within said Addition, 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 service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 4<sup>th</sup> day of MARCH, 1955.

Franklin P. Rogers  
Wilma C. Rogers  
Richard L. Corzine  
Janet M. Corzine

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 4<sup>th</sup> day of MARCH, 1955, before me, the undersigned, a Notary Public in and for said County, personally came Franklin P. Rogers and Wilma C. Rogers, and Richard L. Corzine and Janet M. Corzine, to me personally known to be the identical persons whose names are affixed to the above conveyance, and acknowledged the 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.

My Commission expires the 16 day of September, 1960.

John W. Delehanty  
Notary Public

