

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR PARK EIGHTY-FOUR, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA

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Realty Development Corp., a Nebraska corporation, hereinafter called the "Company"; Joel M. Katleman and Virginia R. Katleman, husband and wife; John J. Thompson and Aline J. Thompson, husband and wife; Arthur H. Willms and Sandra Willms, husband and wife, and Jacqueline Tucker, unmarried, hereby adopt and impose upon each and all of the lots in Park Eighty-Four, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, the following covenants, conditions, restrictions and easements for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots:

1. No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefor and a plot plan showing location and elevations of such structure have been submitted to and received prior written approval of the Company as to the external design, type of construction, location and grades. The provisions of this paragraph shall be in effect from the date hereof until the Company or its successors or assigns shall file in the office of the Register of Deeds of Douglas County, Nebraska a written release of said provisions. The term "structure" as used herein refers to and includes anything constructed or erected, the use of which requires location on the ground or attachment to something located on the ground. Failure of the Company to approve or disapprove such plans, specifications and plot plan for any lot within thirty (30) days after submission thereof to the Company shall operate to release such lot from the provisions of this paragraph.
2. There shall be a front yard of not less than thirty-five (35) feet. On corner lots the front yard shall be observed on both street frontages.
3. There shall be side yards of at least ten (10) feet in width.
4. There shall be a rear yard of not less than twenty-five (25) feet.
5. Lighting facilities intended to illuminate yards, grounds, parking areas, drives or external portions of structures shall be designed and arranged so that they do not focus on adjacent properties or public thoroughfares.
6. Plans and specifications for the construction, installation or alteration of all outdoor signs shall be first submitted to and have the written approval of the Company, or its successors or assigns.
7. 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.
8. No lot shall be used or maintained as a dumping ground or place for rubbish, trash, garbage or waste. All incinerators,

containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, and their respective successors and assigns, to place, install, erect, operate, maintain, repair, replace and renew underground cables and conduits or poles with necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities, and in connection therewith to extend wires for the carrying and transmission of electric current for light, heat and power and for telephone, telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all lots in said subdivision, said license being granted for the use and benefit of all present and future owners of lots in said subdivision, provided, however, that said sideline easement is granted upon the condition that if both of said companies fail to install cables, conduits or poles along any such side lot line within thirty-six (36) months after the date hereof or if any such installation is made but is thereafter removed, without replacement within sixty (60) days after such removal, then said easement shall automatically terminate and become void with respect to such side lot line.

10. The provisions herein contained shall be binding upon, inure to the benefit of and apply to the undersigned, their respective heirs, executors, administrators, successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots in Park Eighty-Four until December 31, 1988, at which time said provisions shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their respective heirs, executors, administrators, successors and assigns, or their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent or restrain such violation or threatened or attempted violation, to recover damages therefor, and to have such other relief and remedies as law or equity may allow.

11. The provisions herein contained are in pursuance of a general plan of improvement and development; each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision. The Company reserves and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots in cases where the Company, in its discretion, deems it necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by the Company.

12. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions.

All rights, powers and privileges herein reserved by or vested in the Company shall inure and apply to its successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the owners of said lots, have caused these presents to be duly executed on this 4 day of March, 1968.

REALTY DEVELOPMENT CORP

By Joel M. Katleman President

Attest: Virginia R. Katleman Secretary

Joel M. Katleman  
Joel M. Katleman

Virginia R. Katleman  
Virginia R. Katleman

John J. Thompson  
John J. Thompson

Aline J. Thompson  
Aline J. Thompson

Arthur H. Willms  
Arthur H. Willms

Sandra Willms  
Sandra Willms

Jacqueline Tucker  
Jacqueline Tucker

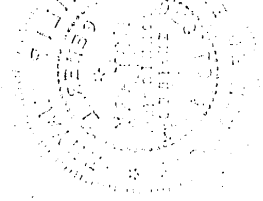
STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 4 day of March, 1968 before me, the undersigned, a Notary Public duly commissioned and qualified for in said County, personally came JOEL M. KATLEMAN and VIRGINIA R. KATLEMAN, to me personally known, who being each by me duly sworn did say that they are respectively the president and secretary of Realty Development Corp., the corporation named in the foregoing instrument; that the seal affixed thereto is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said Joel M. Katleman and Virginia R. Katleman acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, and also personally came JOEL M. KATLEMAN and VIRGINIA R. KATLEMAN, husband and wife; JOHN J. THOMPSON and ALINE J. THOMPSON, husband and wife; ARTHUR H. WILLMS and SANDRA WILLMS, husband and wife, and JACQUELINE TUCKER, unmarried, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Philip Wayne  
Notary Public

My Commission Expires: Dec. 18, 1971



*17*  
*Muel*

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1968 MAR 4 PM 12 05

RECEIVED

THE STATE OF NEBRASKA } ss.  
Douglas County }  
Entered in Numerical Index and filed  
for Record in the Office of the Register of  
Deeds of said County and recorded in  
Book 460 of Muel.

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*Chas. J. O'Connor*  
Register of Deeds

By 78-261 Deputy

*Chas. J. O'Connor*  
460-347-173

