

306-137

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, GOLDEN HILLS CORPORATION, a Nebraska corporation, HEIDE CONSTRUCTION CO., a Nebraska corporation, and THOMAS S. GENGLER and MAXINE M. GENGLER, husband and wife, being the owners of the following described real estate, to-wit:

Lots One (1) through Ten (10), inclusive, Block 1, Lots One (1) through Twenty (20), inclusive, Block 2, Lots One (1) through Seventeen (17) inclusive, Block 3, Lots One (1) through Thirteen (13) inclusive, Block 4, and Lots Four (4) through Fifteen (15) inclusive, Block 5, all in Golden Hills Second Addition, being a part of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Four (4) and a part of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Three (3), Township Fifteen (15) North, Range Twelve (12) East of the Sixth P.M., Douglas County, Nebraska;

do hereby state, declare and publish that all of the lots in said tract are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions, and easements, namely:

1. No lots of said subdivision shall be used or occupied for any purpose other than the purposes permitted by Fourth Residential (R4) Zoning of the City of Omaha, Douglas County, Nebraska.
2. On any lot to be used for residence purposes, no structures shall be erected, altered, placed or permitted to remain other than one detached single family dwelling together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned; each detached single family dwelling shall have a garage or carport to accommodate at least one vehicle.
3. No parcel of ground less than a whole lot, as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot,

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and no parcel of ground less than a whole lot shall be used as a separate building site. The height of all buildings shall not exceed two stories.

4. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance. All fuel tanks on said lots shall be buried. No fences, or other construction, except driveway or sidewalk, shall be placed or maintained closer to the front lot line than thirty-five feet. No garbage, ashes, refuse, or refuse receptacles shall be placed or left on any lot so as to be exposed to public view or become a nuisance.

5. No trailer, basement, tent, excavation, garage, barn or other outbuildings placed or erected on any lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence. A dwelling house constructed in another addition or at another location shall not be moved to any lot covered hereby.

6. No building shall be erected, constructed, altered, placed or permitted to remain on any lot herein covered until the plans and specifications therefor have been approved in writing by the undersigned:

7. The ground floor of all single story dwellings shall contain a minimum of 950 square feet (exclusive of garages and porches) and a minimum of 800 square feet (exclusive of garages and porches) for two story dwellings.

8. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

(a) Front yard - thirty-five (35) feet.

(b) Side yard - seven (7) feet.

(c) Rear Yard - twenty-five (25) feet.

(d) Corner lot - in all cases where a corner lot is used for residential purposes, irrespective of which way the dwelling faces, one street-side yard shall comply with the front yard setback requirements, and the other street-side yard shall be not less than one-half of the front yard requirement for residences of lots fronting upon such street, except that where there are no lots fronting upon said street, the side-yard requirements only shall apply, except that if the main entrance of the residence opens upon the lesser street-side yard, such yard shall be not less than one-half of the front yard requirements, one of the remaining yards shall be in conformity with the rear-yard requirements, and the other remaining yard shall be in conformity with the interior side-yard requirements.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

10. A perpetual easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, the Metropolitan Utilities District, Northern Natural Gas, and any sewer or other improvement district lawfully organized or to be organized, which includes this property, the successors, lessees, and assigns of each, to construct, maintain, operate, repair and remove any underground sewer, water and gas lines, to erect and operate, maintain, repair and renew poles with necessary supports, sustaining wires, cross arms, guys and anchors; and other instrumentalities, and to

extend thereon wires for carrying and transmission of electric current for lights, heat, and power, and for all telephone, telegraph and message purposes, on, above, under or across the five (5) feet adjoining the rear and side boundary lines of each of the above described lots for the use and benefit of the owners and occupants of said lots.

11. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of the said lots with the exception of dogs and cats.

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of the said lots executed and recorded in the manner provided by law.

13. In addition to the covenants herein contained, each owner and occupant of any of the lots herein described shall observe and obey all valid provisions of any zone ordinance of the city of Omaha and all other laws and regulations which may become applicable to the described property.

14. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, 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 for such violation.

Nothing contained in this instrument shall in any wise be construed

DATE: APR 19 1963

as imposing any liability or obligation for its enforcement upon the undersigned.

15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees, and their heirs, devisees, representatives, successors, assigns and grantees, and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots above described.

IN WITNESS WHEREOF, the said Golden Hills Corporation and Heide Construction Co. have caused these presents to be executed in its name by its president, attested by its secretary and its corporate seal affixed and these presents have been executed by the said Thomas S. Gengler and Maxine M. Gengler this 19<sup>th</sup> day of April, 1963.

Attest:

*[Signature]*  
Secretary

GOLDEN HILLS CORPORATION, a Nebraska corporation

By *[Signature]*  
President

Attest:

*[Signature]*  
Secretary

HEIDE CONSTRUCTION CO., a Nebraska corporation,

By *[Signature]*  
President

*[Signature]*  
Thomas S. Gengler

*[Signature]*  
Maxine M. Gengler

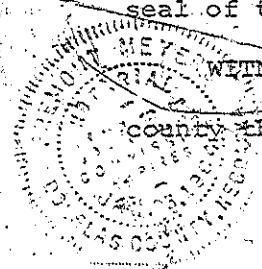
STATE OF NEBRASKA

SS

COUNTY OF DOUGLAS

On this 19 day of April, 1963, before me, the under-  
signed, a Notary Public in and for said County, personally came  
BEN VONDERHEIDE, President of GOLDEN HILLS CORPORATION, to me per-  
sonally known to be the President and the identical person whose  
name is affixed to the above conveyance, and acknowledged the execu-  
tion thereof to be his voluntary act and deed as such officer and the  
voluntary act and deed of said corporation and that the Corporate  
seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, in said  
county the day and year last above written.



*[Signature]*  
Notary Public

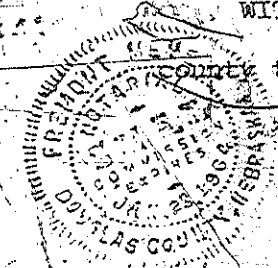
STATE OF NEBRASKA

SS

COUNTY OF DOUGLAS

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voluntary act and deed of said corporation and that the Corporate  
seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, in said  
county the day and year last above written.



*[Signature]*  
Notary Public

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STATE OF NEBRASKA  
: ss  
COUNTY OF DOUGLAS

Before me, a Notary Public qualified for said county, personally  
came THOMAS S. GENGLER and MAXINE M. GENGLER, husband and wife,  
known to me to be the identical persons who signed the foregoing  
instrument and acknowledged the execution thereof to be their volun-  
tary act and deed.

WITNESS my hand and Notarial Seal on this 19 day of April,  
1963.

*[Handwritten Signature]*  
Notary Public

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Mack

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Trust, Trustee, Fidelity  
Leathur, Betty  
Owen  
225-113