

AMENDED PROTECTIVE COVENANTS

1. These Covenants shall run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate until January 1, 1995:

Lot one hundred (100) to one hundred and sixty (160), both inclusive, in Heavenly Acres, <sup>Replat</sup> a subdivision in Douglas County, Nebraska.

2. Violation or threatened or attempted violation of any of these covenants by the present or future owners or users of any of said real estate shall give to and vest in any other owner or owners of any part of said real estate the right to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent and restrain such violation or threatened or attempted violation, to recover damages therefor, and to seek and recover such other relief and remedies as law or equity allows.

3. Invalidation of any one or more of these covenants by final order of any court of competent jurisdiction shall not affect the validity and enforceability of the other covenants herein contained.

4. Said real estate shall be used only for single-family residential purposes, and no structures of any kind shall be erected, altered, placed or permitted to remain on any part of said real estate, other than one detached single-family dwelling not less than one story in height together with accessory outbuildings for residential use. There must be attached to the main residence a private garage on the ground floor or basement level providing enclosed space for not less than two nor more than three automobiles (each automobile space to be a minimum size of 10 feet by 20 feet). Notwithstanding the foregoing, any of said real estate may be used for church, school or park purposes.

5. The minimum building plot size for each single-family dwelling shall be 20,000 square feet of area. A plot of said minimum area is herein specified as a "buildable plot." Except as hereinafter provided, no building shall be erected, located or permitted to remain:

(a) Nearer to the front lot line than 50 feet.

(b) Nearer than 35 feet to the rear line of the buildable plot, except that this provision shall apply only to the main residential structure. Out-buildings shall be located no nearer than 10 feet to such rear line.

(c) Nearer than 25 feet to the side lines of any buildable plot; provided that on corner lots the minimum side yard abutting the street shall be 50 feet. In no event shall any "buildable plot" be reduced by subsequent conveyances below the minimums for area, width, side yard, front yard or rear yard as above specified.

Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha, Nebraska, shall by resolution permit a lesser minimum lot area, set-back, side yard or rear yard for any "buildable plot," then as to such plot the determination of said Board shall govern and shall supersede the foregoing covenants.

6. Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeway and garages; not less than 1800 square feet on the ground floor for a one story house with attached garage, nor less than 2000 square feet for a one story house with a basement garage; 2000 square feet minimum throughout the house for a bi-level, tri-level, split-entry, 1½ story or taller house, with attached garage, but the foundation walls must enclose an inside ground area of not less than 1300 square feet; 2200 square feet throughout the house for a bi-level, tri-level, split-level, split-entry, 1½ story or taller house, with basement garage, but the foundation walls must enclose an inside ground area of not less than 1500 square feet. Exposed foundations above finished grade must be constructed of or faced with brick or stone or Roman Rough block. All driveways must be surfaced with concrete, brick or asphalt. All curb cuts must be made with clean-cutting cement saws in such manner that the curb will be left smooth and will not have a patched appearance.

7. No structure of any kind shall be commenced, erected, placed or altered on any "buildable plot" unless and until at least two copies of the plans and specifications therefor and the plot plan showing location and elevations of structures and finish grades have been submitted to and received prior written approval of Cornhusker Homes Co. or its designee as to conformity and harmony of exterior design, location and grades with then existing structures on other portions of said real estate. One copy of said plans shall be retained by the above mentioned party. Failure of the above designated party to either give written approval or disapproval of a submitted design, within thirty days after submission of plans, specifications and plot plan for any "buildable plot," shall operate to release such plot from the provisions of this paragraph. The provisions of this paragraph shall become void from and after January 1, 1975.

8. No fences shall be erected or permitted to remain in front of the minimum set-back line for main residential structures. Fences may be erected to the rear of said set-back line, but the maximum height above ground level of any fencing shall be six feet. No hedges, row of bushes or row of trees (except foundation plantings) shall be planted or permitted to remain in front of said minimum building set-back line unless said plantings have received the prior written approval of the party designated in Paragraph 7 hereof. No outside sign boards or signs of any kind and no outside radio, television, or electronic antenna or aerial shall be erected or placed on any "buildable plot" or upon any structure erected thereon, without the prior written approval of the party designated in Paragraph 7 above. No outside above-ground or uncovered trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any of said real estate. All fuel tanks must be buried beneath ground level. Septic tank systems shall have a minimum capacity of 1,000 gallons with a minimum of 300 lineal feet of leech

lines or its equivalent. No noxious or offensive activity shall be carried on upon any part of said real estate, nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners or occupants of said real estate. No trailer, basement, basement house, tent, shack, 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 building constructed in another area or addition may be moved on to or permitted to remain on any lot in this subdivision. No animals, livestock or poultry of any kind shall be raised, brought or kept on said real estate, except that dogs, cats or other household pets and riding horses or ponies are permitted, provided they are not kept, bred or maintained for any commercial purpose.

9. The aforementioned Cornhusker Homes Co. (or its designee) is hereby granted the right to unilaterally amend Paragraph 8 of these covenants at any time.

10. A perpetual license and easement is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew conduits, 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, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition and also over, under and upon the following parcels of real estate in said Addition: the Westerly 52 feet of the Northerly 100 feet of Lot 104; the East 30 feet of Lot 107; the East 30 feet of Lot 108; the North 45 feet of the East 100 feet of Lot 109; a triangular tract described as follows: Beginning at the Southeast corner of Lot 111; thence, West along the South line of Lot 111 a distance of 135 feet; thence, Northeasterly to a point on the Easterly line of said Lot 111, said point being 67 feet Northerly of the point of beginning; thence, Southeasterly along the East line of said Lot 111 a distance of 67 feet to the point of beginning; the South 20 feet of Lot 113; the North 45 feet of the West 100 feet of Lot 115; all of the East 25 feet of Lot 127 except the South 111 feet thereof; the Easterly 25 feet of the Southerly 100 feet of Lot 132; all of the North 20 feet of Lot 134 except the East 70 feet; the North 25 feet of the East 135 feet of Lot 139; the South 25 feet of the East 100 feet of Lot 141; the North 20 feet of the West 100 feet of Lot 149; the South 25 feet of the West 80 feet of Lot 150; the South 30 feet of the East 100 feet of Lot 159; the South 20 feet of Lot 136; the South 20 feet of Lot 121; the South 20 feet of Lot 122; and the South 20 feet of Lot 123. In consideration of the foregoing grant of easement the undersigned Northwestern Bell Telephone Company and Omaha Public Power District hereby forever release all easement right granted to them over the land described in Paragraph 1 above pursuant to the Protective Covenants recorded in Miscellaneous Book 352 at Page 147, 148 and 149 in the office of the Register of Deeds of Douglas County, Nebraska.

11. The undersigned, being the owners of all of the land specified in Paragraph 1 above (being originally platted as Lots 2 through 5, 7, 8, 10 through 25 and 27 through 49 in Heavenly Acres, a subdivision in Douglas County, Nebraska) do hereby forever cancel and release all of the said real estate described in Paragraph 1 above from all provisions of the "Protective Covenants" recorded in Miscellaneous Book 352 at Pages 147, 148 and 149 in the office of the Register of Deeds of Douglas County, Nebraska.

EXECUTED this 3rd day of September, 1965.

John H. Dow

CORNHUSKER HOMES CO.

By: Don Decker

President

Mary V. Dow

Attest: Paul Decker

Asst. Secretary

Lloyd R. Burgess

OMAHA PUBLIC POWER DISTRICT

Rose Mary Pettigrew

By: Ralph W. Hays

Assistant General Manager

Attest: Walter Schell

Asst. Secretary



NORTHWESTERN BELL TELEPHONE COMPANY

By: W. H. Hays

Vice President and General Manager

Attest: W. H. Hays

Assistant Secretary

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

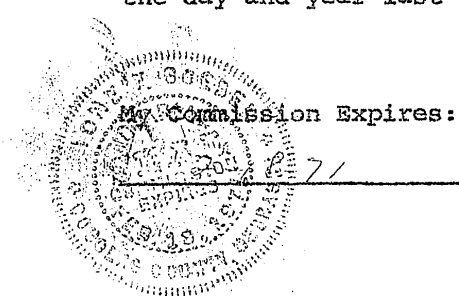
On the day and year last above written, before me the undersigned, a Notary Public in and for said County, personally came Don Decker, to me personally known to be the President of Cornhusker Homes Co. and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the 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 in said County the day and year last above written.

Lone F. Guehl

Notary Public

My Commission Expires: 7/1



STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came John H. Dow and Mary J. Dow, husband and wife, Lloyd R. Pettigrew and Rose Mary Pettigrew, husband and wife 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.

Ann F. Zindel  
Notary Public

My Commission Expires:

2-18-71

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On the day and year last above written, before me the undersigned, a Notary Public in and for said County, personally came J. E. Olson as the Vice President of Northwestern Bell Telephone Company, to me personally known to be the Vice President and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the 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 in said County the day and year last above written.

Evan S. Simon  
Notary Public

My Commission Expires:

Feb 6, 1968

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On the day and year last above written, before me the undersigned, a Notary Public in and for said County, personally came Ralph W. Shaw, to me personally known to be the Assistant General Manager of Omaha Public Power District and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the 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 in said County the day and year last above written.

R. J. Simon  
Notary Public

My Commission Expires:

April 6, 1971

THE UNIVERSITY OF CHICAGO

ПОСЛЕД. БИДЖИ

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	APPROVED	DATE
LEGAL DEPT. CLERK	<i>W.C. Frazer</i>	<i>12/28/26</i>
DEPT. ADMT.	<i>James H. H.</i>	<i>12/29/26</i>
DEPT.		

НОРСТА ЛАПТО

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RECEIVED  
NOV 30 1966  
U.S. DEPT. OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535

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

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

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