

BOOK 302 33

RESTRICTIVE COVENANTS

PROPERTY known as; Lot four (4) in Hansen's Country Club Hills, an addition to the County of Douglas and State of Nebraska, as surveyed, platted and recorded.

To insure the orderly developement of the above named property, the conveyance thereof is hereby made subject to these protective covenants by the owners thereof. By accepting a conveyance of this property or a part hereof, grantee thereby binds himself, his heirs, assigns, and grantees forever, to observe and perform all of said covenants as fully as if they had joined therein.

These covenants shall run with the land, and be binding on all parties hereto, and all persons claiming by, thru, or under them until December 31, 1985, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of the then owners of a majority of said property it is agreed to change said covenants in whole or in part.

If any of the owners of the property covered herein, their heirs, assignees, or grantees shall violate, or attempt to violate, any of these covenants, any of the owners of part or all of the property covered herein may prosecute any proceedings at law or equity against any violator, to prevent such violation, and/or to recover damages therefore.

This property is to be used for residential purposes only. Any dwelling built on this property shall have a minimum first floor area of thirteen hundred fifty (1350) square feet, exclusive of porches or garages. At least 80% of the exterior wall surfaces of said building shall be of brick or stone, or brick or stone veneer. Each lot on which a dwelling is erected shall have a garage with a minimum capacity of two automobiles, but no accessory building shall have an area of in excess of 700 square feet: No structure may be erected hereon unless the plans therefore have been approved as to architectural design by the developer, Hansen & Co., their agent, successor, or assignees.

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 any person on said property. This shall in no way restrict the construction or sales activity of the developer.

The front yard must have a building set back of at least 50 feet, side yard, 10 feet and rear yard 35 feet.

An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

No person or organization may take or hold title to any property covered herein except if said owner be a member of the HANSEN'S COUNTRY CLUB HILLS HOME OWNERS ASSOCIATION in good standing. This clause shall not operate against the first purchaser at a tax or lien foreclosure sale.

Invalidation of any part of these covenants by judgement or court order shall not affect any of the other parts, they remaining fully effective. Dated at Omaha, Nebraska on July 22, 1955, August 15, 1955

Signed Muriel A. Hansen Malvin R. Hansen

Signed Gladys R. Hansen Mildred E. Hansen

W. Irving Hansen
State of Nebraska }
County of Douglas ) ss

On August 15, 1955, Muriel A. Hansen, a widow, and W. Irving Hansen and Gladys R. Hansen, husband and wife, and Malvin L. Hansen and Mildred E. Hansen, husband and wife, who are personally known to me, came before me,

a Notary Public, and acknowledged the above signatures as their voluntary act and deed.

Notary Public signature

My Commission expires August 24, 1958.



10. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 12 DAY Sept 1955 AT 1:44 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 2 50