

37-663

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN

The undersigned BLSHIRE INVESTMENT CO. being the owners of Lots 19 to 28, inclusive in HIGHLAND PARK, a subdivision in Sarpy County, Nebraska, do hereby state, explain and declare that said lots shall be conveyed, owned and held subject and subject to the covenants and restriction hereinafter set forth.

(1) All of the lots hereinabove described shall be used exclusively for residential purposes. Lots 19, 20, 21 & 22 shall be used as single family residence lots. Lots 23, 24, 25, 26, 27 & 28 may be used for two family dwellings, provided the size of the dwelling and lot area comply with the present zoning laws of the City of Papillion.

(2) For single family dwellings the following restrictions shall apply:

- 1. The main floor, exclusive of garage and open porches, shall have a minimum area as follows:
  - a. One story or split level, with garage attached, 1050 square feet.
  - b. One story, garage detached or in basement, 1100 square feet.
  - c. One and one-half or two stories, with garage attached or in basement, main floor area 750 square feet, with minimum total finished area of 1100 square feet.

(3) For all dwellings whether single family or two family the following restrictions shall apply:

- (4) No building shall be erected without a one car enclosed garage.
- (5) No offensive trade or activity shall be carried on upon any lot, including the raising of poultry or livestock.

(6) No trailer, basement, tent, shack, barn or other outbuilding shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(7) Sidewalks shall be constructed by each owner in front of each lot, prior to the occupancy of the residence constructed upon said lot. Said sidewalks shall be constructed of cement, four feet in width and four inches in thickness and shall be located five feet back of the street curb line.

(8) No posters or outdoor signs of any kind may be erected or placed on any part of above described premises, except only that residential "For Sale" signs not exceeding four feet square in area shall be permitted. This restriction shall not apply to the undersigned, or its initial grantee, development and sale of said subdivision.

(9) A perpetual license and easement is reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, its successors and assigns, over and under the rear five feet of each lot for utility installation and maintenance, together with five feet of the side yard of each lot adjacent to the property line for said purpose. Provided, however, if the said yard is not used for said purpose within a three year period following construction of a home on said lot, said easement shall lapse.

(10) No building or structure to be used as a residence shall be moved in or placed on any of the lots described herein.

(11) These covenants are to run with the land and shall be binding on all persons claiming under us until February 1st, 1987, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of said lots it is agreed to change or terminate covenants in whole or in part.

(12) The undersigned are not providing for setback lines or setbacks for structures in these covenants. It is the intent of the undersigned that the setbacks shall be as provided in the zoning laws of the City of Papillion, Nebraska applicable to the lots hereinabove described.

FILED FOR RECORD IN SARPY COUNTY, NEBRASKA, FEBRUARY 1, 1987, AT 10:00 A.M.  
AND RECORDED IN BOOK 127, PAGE 117 OF PUBLIC RECORDS

Alvin R. Blythe, Secretary