

PROTECTIVE COVENANTS AND EASEMENTS
FOR
HILLTOP GARDENS

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Hilltop Land Company, being the owner of Lots One (1) through Thirty-Three (33), both inclusive, in Hilltop Gardens, a subdivision of part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-One (31) in Township Sixteen (16) North, Range Thirteen (13), East of the Sixth (6th) Principal Meridian, in Douglas County, Nebraska, does hereby state, declare and publish that all of said Lots are and shall be owned, conveyed and held under and subject to the following covenants, conditions, restrictions and easements, namely:

1. All of said Lots shall be known, described, conveyed and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any parcel other than one single-family dwelling not to exceed two and one-half stories in height together with a private garage or carport contained therein or attached thereto or connected therewith by a breezeway, and such outbuildings or accessory buildings and deed restrictions as may be contained in deeds for any of said lots. No structure other than a permanent dwelling shall be used as a residence.

2. No shack, tent, boat, or other temporary structure shall at any time be erected, placed or permitted to remain on any lot at any time, even during the time of construction of the dwelling. No building already constructed shall be moved to any lot.

3. No truck or trailer shall at any time be parked on any lot or on any driveway leading thereto, except during the course of construction, alteration or repair of a structure on the lot or during the performance of a service by the operator or occupant of such truck or trailer at such lot.

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 to the neighborhood.

5. (A) The main floor of all dwellings shall contain the following minimum square foot area (exclusive of garages, carports, breezeways and porches):

(a) 1200 square feet for one-story dwellings on all lots, except that it shall be 1400 square feet on Lots 1, 4, 5, 8, 9, 12, 13, 16, 17 and 20.

(B) (a) No concrete blocks or poured concrete foundations shall show from front of house.

(b) No structures of any kind shall be commenced, erected, placed or altered on any "buildable plot" from date hereof unless and until the plans and specifications therefor and the plot plan showing location and elevations or structures and finish grades, have been submitted to and received prior written approval of Hilltop Land Company as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation; provided that Hilltop Land Company specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision. The approval or disapproval of Hilltop Land Company shall be in writing. Failure of Hilltop Land Company or its assigns to give either written approval or disapproval of a submitted

plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

6. Each dwelling shall be constructed with a private garage or carport contained therein or attached thereto or connected therewith by a breezeway. For each garage or carport there shall be installed a concrete driveway at least ten feet wide and at least four inches thick extending from the garage or carport to the main traveled portion of the adjoining street, with a culvert beneath the driveway at the line of the street gutter of sufficient diameter to permit the unimpeded flow of surface waters.

7. The exterior of each dwelling shall be completed within one year from the start of construction, and the yard for such dwelling shall be brought to the proper grade and seeded or sodded within such year.

8. No fence more than four feet high shall be erected on any lot, and all fences shall be of open construction.

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. No horses, cattle, goats, sheep or other domestic animals (except dogs and cats), poultry or fowl of any kind shall be kept or maintained on any lot.

11. No septic tank or cesspool shall be built or installed on any lot except according to plans, diagrams, and specifications in writing approved by the Hilltop Land Company.

12. All excess dirt resulting from excavation, construction or otherwise shall be hauled at the expense of the owners of the respective lots to points within this subdivision designated by the Hilltop Land Company for fill purposes. No such excess dirt shall be removed from said subdivision without the prior written consent of the Hilltop Land Company.

13. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water, gas and other utility lines over, under and upon the five (5) feet adjoining the rear and side lines of each lot as platted or each building plot if such parcel be other than a platted lot.

14. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all other public utilities now or hereafter operating within said subdivision, their successors, lessees and assigns, jointly, to erect, operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys, anchors and other instrumentalities, and to extend thereon wires and cables for the carrying and transmission of electric current for lights, power and heat and for all telephone, telegraph and message purposes, along, over, under and upon the five (5) feet adjoining the rear boundary lines of each of said lots; and the undersigned reserve the right to grant similar licenses for like purposes, along, over, under and upon the five (5) feet adjoining the side lines of each lot as platted or each building plot if such parcel be other than a platted lot.

15. The easements, licenses and reservations stated in Paragraphs 13 and 14 above include the right to excavate and to trim or remove trees, shrubs, vegetation, or improvements thereon if necessary for the proper and efficient operation, installation, repair or removal of said utilities.

16. 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 the

Zone Ordinances of the City of Omaha and of all other ordinances, laws and regulations applicable thereto, except as herein otherwise provided.

17. The covenants, conditions and restrictions herein set forth may be amended, in whole or in part, at any time by written agreement among the then owners of a majority in number of said lots executed and recorded in the manner provided by law; and such covenants, conditions and restrictions as thus set forth or amended shall run with the land and shall be binding upon all owners of the above-described lots for a period of twenty (20) years from the date hereof, at the expiration of which time they shall be automatically extended for successive periods of ten (10) years.

18. 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 covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

19. 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.

20. 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 be imposed upon subsequent owners of each of the lots above described.

21. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall not be less than the front width at the front lot line of either of the original lots comprising a part of such ownership.

Approved and signed as to the property described above, by the undersigned, being the owner of all said property.

May 1, 1961.



HILLTOP LAND COMPANY

By Rudolph H. Cook President

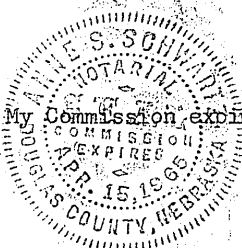
Attest: Myrtle Cook Secretary

STATE OF Nebraska
Douglas COUNTY) ss.

On this 1st day of May, 1961, before me, a Notary Public in and for said County, personally came the above named Rudolph H. Cook, President, and Myrtle Cook, Secretary, of Hilltop Land Company, who are personally known to me to be the identical persons whose names are affixed to the above instrument as President, and Secretary of said Corporation, and they acknowledged the said instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

Witness my hand and official seal the date last aforesaid.

Anne S. Schwab
Notary Public



My Commission expires April 15, 1965.

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