

PROTECTIVE COVENANTS AND RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas, the undersigned is the owner of all lots hereinafter described in HUMMINGBIRD HEIGHTS, a subdivision in the County of Douglas, State of Nebraska, and is desirous of placing proper restrictions on said lots;

PART B. AREA OF APPLICATION

NOW THEREFORE, the following covenants and restrictions are hereby placed upon Lots Twenty-Two (22) through One Hundred Thirty-Seven (137), inclusive.

PART C. RESTRICTIONS

C-1. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 900 square in the case of a one-story structure, nor less than 700 square feet in the case of a one-and-one-half or two-story structure, shall be permitted on any lot.

C-2. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

C-3. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently. Any dwelling constructed on any lot shall be substantially completed in all respects prior to occupancy thereof.

C-4. Dwellings shall not be moved from outside of Hummingbird Heights subdivision to any lot within this subdivision.

C-5. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

C-7. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

## PART D. GENERAL PROVISIONS

D-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

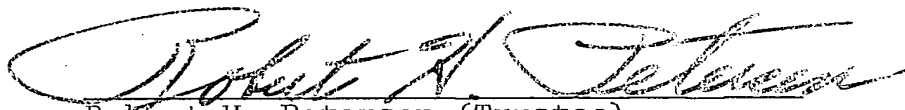
D-2. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.

D-3. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, and shall be automatically renewed for successive ten-year periods thereafter, unless a majority of the then owners of such lots agree in writing for the modification or revocation of these covenants.

D-4. Enforcement shall be by proceedings of law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

D-5. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants and Restrictions, this 25th day of June, 1968.

  
Robert H. Petersen (Trustee)

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On the date last above written, before me, the undersigned, a Notary Public in and for said County, personally came Robert H. Petersen (Trustee), to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal at Omaha, in said County, on the date last above written.



Handwritten signature of Shirley Wick, Notary Public

My commission expires Sept 1, 1973

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THOMAS J. JOHNSON, REGISTER OF DEEDS, COUNTY OF DOUGLAS, NEB.

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Handwritten notes: Lampa, Petersen, 4610 Dodge St, 77-465, 3325, ETC