

PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

CHOICE CONSTRUCTION COMPANY, a co-partnership consisting of Donald E. Kroeger and Ray V. Fackler, owners of Lots One (1) through twenty-five (25), all inclusive, in Keystone Choice, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, hereby state, publish and declare that the lots described herein are and shall be conveyed and shall be owned, occupied and held under and subject to the covenants, restrictions and easements herein set forth.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, at which time the said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If ~~hereby~~ hereto, or any of them, or their heirs, assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the real property described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violation; and this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Invalidation of any one of the covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

2. All the lots described herein shall be known and described as residential lots. No structure shall be erected on any building lot other than one detached single-family dwelling, not to exceed one and one-half stories in height and a private garage for not more than two cars.

3. Dwellings shall be restricted to a minimum square foot ground floor area (exclusive of garage and porches) of 1100 square feet.

Except as above written, use, height, area regulations and setbacks shall at all times conform to the existing Zone Ordinances of the City of Omaha.

4. No noxious or offensive trade or activity shall be carried on

upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailers shall be moved upon any of the herein described lots; no tent, shack, or other outbuildings or structures of a temporary nature shall be erected or maintained, nor shall a basement, garage, or structure of a temporary nature be erected or maintained for use as a residence, temporarily or permanently.

6. Omaha Public Power District and the Northwestern Bell Telephone Company or their successors and/or assigns are hereby granted permanent easements to erect and maintain electric and telephone utilities as follows:

- a) Along, across, over, and under the rear five (5) feet of Lots One (1) to Twelve (12) inclusive and Fourteen (14) to Twenty-five (25) inclusive;
- b) Along, across, over and under a strip two (2) feet wide for each side boundary line for Lots One (1) to Twelve (12) inclusive, and Fourteen (14) to Twenty-five (25) inclusive;
- c) Along, across, over and under the westerly five (5) feet of Lot Twenty-five (25);
- d) Along, across, over and under a strip of Lot five (5), extending from a point approximately 35 feet East of the Northwest corner of said lot across the rear to a point on the Easterly boundary line twenty (20) feet Southerly from the far Northeast corner, all of said being in Lot Five (5);
- e) Along, across, over, and under a strip of Lot Eight (8), extending from a point approximately 50 feet South of the Northeast corner of said lot across the rear to a point on the Southern boundary line twenty-five (25) feet West from the Southeast corner, all of said being in Lot Eight (8).

7. No building or improvements already erected shall be moved on to the herein described lots.

8. Nothing in these covenants shall restrict the construction and/or sales activities of the owners, or the erection by the owners of temporary buildings and signs on any of the lots described herein prior to the sale of such lot.

9. Not more than one residence shall be constructed on one lot and no lots shall be subdivided in any manner without the written consent thereto by the owners.

Dated at Omaha, Nebraska, this 14th day of May, 1959.

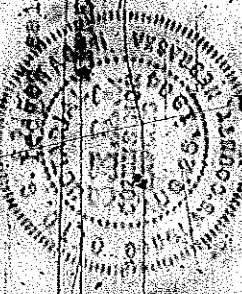
CHOICE CONSTRUCTION COMPANY, a Co-partnership

By Conrad S. Fretter Partner

By Ray G. Fackler Partner

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 18 day of May, 1959, before me, a Notary Public, in and for said County, personally came the above named DONALD E. PROFFER and RAY V. PACKER, partners of CHOICE CONSTRUCTION COMPANY, a so partnership, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged said instrument to be their voluntary act and deed.



My ADDRESS my hand and Notary Seal the date last aforesaid.

[Handwritten Signature]
Notary Public

My Commission expires: August 15 1964

6.7 May 1959 1108A
ENTERED IN NEBRASKA INDEX AND RECORDS IN THE REGISTER OF DEEDS OFFICE AT DOUGLAS COUNTY, NEBRASKA
THOMAS J. CLONKOR, REGISTER OF DEEDS \$ 9.00