



BK 0810 PG 720



MISC 1987 06574

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PROTECTIVE COVENANTS AND RESTRICTIONS
for
LOUKOTA'S KEYSTONE ADDITION

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas, the undersigned are the owners of Lots 1 through 20, inclusive, in Loukota's Keystone Addition, a Subdivision in the County of Douglas, City of Omaha, State of Nebraska, and are desirous of placing proper restrictions on said lots.

NOW THEREFORE, the following restrictions are hereby placed on said lots:

1. If the owner of any lot or his heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot to bring any legal proceeding against such person violating or attempting to violate such covenants, either to prevent him or them from so doing, or to recover damages or other compensation due for such violation; however, this instrument shall not be construed as placing any liability or obligation for enforcement upon the undersigned. Invalidation of any one of the covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect. Failure to enforce any of the covenants in a timely manner shall not be deemed a waiver of same.

2. The above described lots shall be used only for single residential purposes, excepting those lots or portions thereof as may hereafter be conveyed or dedicated by the owner thereof for church, educational, charital or recreational purposes.

3. Single family residences shall not exceed two stories in height and shall have a minimum of a double side by side attached, or double side by side under house garages.

4. No structure or external improvement above or below the surface of the ground shall be commenced, erected, placed, altered or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, to include a site grading plan and a plot plan showing the location of the structure or improvement, have been approved by the undersigned, or any person, firm, corporation, partnership or entity so designated in writing by the undersigned, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades. The term "structure" as used herein refers to and includes constructed and/or erected buildings, fences, walls, driveways, patios, patio enclosure, rock gardens, swimming pools, dog houses, tree houses, flag pole or other external improvements. Nothing contained herein shall disallow the owner of any lot or his heirs to place a television antenna, radio antenna, and/or satellite reception dish upon his or her lot, provided that said antenna or satellite dish is maintained and kept in the rear portion of the subject matter lot. Nothing contained herein shall disallow the owner of any lot to place or erect a fence on his or her respective lot, provided that said fence shall not be located on any lot nearer to the street than the structure located on said lot.

5. No trailer, motor home, basement, tent shack, garage, barn or other out-building erected on the tract shall be at any time used as a residence, temporarily or permanently, nor shall any such structure of a temporary structure be used as a residence.

6. Where lots are improved as single family dwellings, the following minimums shall be required:

- a) one story, bi-level, split-level, step up or split entry homes, 1,140 square feet, for finished living areas, excluding open porches, breezeways and garages; one half story or higher homes, 1,000 square feet for finished living areas, excluding open porches, breezeways, garages and finished basements; and tri-level, 1,350 square feet for finished living areas, excluding finished basements, open porches, breezeways and garages.

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GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

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No structure or external improvement of any kind, to include any dwelling house or other house or structure, shall be erected on any lot until the plans and specifications, including the proposed site therefor, have been submitted to and approved, in writing, by the undersigned as to the outward appearances and design of said improvement, and also with regard to the conformity and architectural harmony of the external design of the improvement involved as to the existing structures in the subdivision, and as to the location of the improvement with respect to the topography and finished ground elevation. No work of any nature, or preparation therefor, shall be commenced on said improvement without the prior written approval of the undersigned.

7. Foundation walls shall be constructed of brick, concrete block or poured concrete. If constructed of concrete block or poured concrete, such walls shall be faced or veneered on all front elevations and side elevations which face the street with brick, stone, or black stone.

8. After commencement of construction, the dwelling shall be completed as soon as practical, and the lot upon which said dwelling is built shall be graded and seeded or sodded as soon as practical.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, excepting dogs, cats or other household type pets, provided that said dogs, cats or other household pets are not kept, bred or maintained for any commercial purposes.

10. No filling materials shall be brought in and used on any lot, except unmixed earth, stone, gravel or sand. Earth removed from building lots must be utilized within the subdivision at the discretion of the undersigned.

11. Sidewalks will be constructed at the same time of the building of the improvements, and shall be four feet wide, and shall be set in four feet back of the curb, excepting for Lot No. 5, wherein an exception to said curb setback requirement shall be made to accommodate existing tree thereon.

12. The undersigned hereby reserve and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots, in cases where, in their discretion, they deem such modification or waiver to be necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by them.

13. All rights, powers and privileges herein reserved or vested in the undersigned shall in all respects inure and apply to all persons or entities designated by them, or to their respective successors and assigns, so long as such rights, powers and privileges are specifically assigned by them.

In witness whereof, the undersigned have hereunto set their hand and seal this 8 day of April, 1987.

Edward A. Loukota
EDWARD A. LOUKOTA

Barbara A. Loukota
BARBARA A. LOUKOTA

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

SUBSCRIBED AND SWORN TO before me this 8th day of April, 1987, by Edward A. Loukota and Barbara A. Loukota, who appeared personally and acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

[Signature]
Notary Public

