

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THE NEBRASKA COMPANY, Trustee )

March 22, 1961

To )

Book \_\_\_\_\_ Page \_\_\_\_\_

Whom It May Concern )

The undersigned, The Nebraska Company, Trustee, a Nebraska corporation, being the owner of all of the lots in M.H.S. Replat, an addition to the City of Omaha, Douglas County, Nebraska, does hereby state, declare and publish that all of the lots in M.H.S. Replat are and shall be owned, conveyed and held under and subject to the following restrictions and easements, to-wit:

1. All lots shall be used solely as residential lots. No more than one residential structure and garage shall be built on any one of said lots, provided, however, this shall not prevent the use of a greater area than one lot as a single site. 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. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

2. No building shall be erected upon said lots within:

- A. Fifty (50) feet from the front lot line, and
- B. Twenty-five (25) feet from the side lot line.

No building shall be erected upon Lots 2 and 3 within Forty-five (45) feet of the East line of Longview Addition except only where such building because of its size would otherwise violate the restrictions contained in paragraphs A and B above, then such building may be erected within the aforesaid 45 feet but not less than 35 feet from the East line of Longview Addition.

3. No building shall be constructed of more than one single story or story and one-half in the case of a "step-up" plan residence. The main floor of all single story and story and one-half dwellings shall cover a ground area of not less than 1500 square feet, exclusive of garages and porches. Exposed foundation shall be covered above grade by the same material as is used for the exterior of the main floor of such dwelling, which material shall not be concrete or concrete block.

4. All dwellings shall have an attached two car garage which shall be of the same material and shall correspond in architecture with such dwelling.

5. An easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric and telephone lines, conduits or poles.

6. No fence shall be built in the front yard beyond the front line of any dwelling. No fence or other obstruction higher than 4 feet 6 inches shall be built within 20 feet of the East line of Longview Addition.

7. The Nebraska Company, Trustee, covenants and agrees to pave Walnut Street within said Plat either with concrete or asphalt at such time as 84th Street adjoining said premises on the East is paved. The Nebraska Company, Trustee, further covenants and agrees that it will give consent and join in a petition to pave said 84th Street adjoining on the East.

8. The present grade of Lots 2 and 3 shall not be raised at any point, except only to the extent required to level the grade of said lots with fill presently available from the replatted premises.

9. The highest point of the roof of any building erected upon Lots 2 and 3 shall not be higher than that certain elevation established at a point located two (2) feet above the level of the bottom sill of the sliding glass doors located in the rear of the dwelling situated on Lot 3, Block 9, Longview Addition.

10. The covenants and restrictions herein set forth shall run with the land and be binding upon all persons for a period of 25 years after the date hereof, unless they are changed, in whole or in part, by written agreement among the owners of the majority of said lots, Lot 3 and Lot 4, Block 9, Longview Addition, adjoining said premises on the West, executed and recorded in the manner provided by law. At the expiration of said period, they shall be automatically extended for successive period of 10 years.

11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement except as to the covenants contained in Paragraph 7 above.

12. Each of the provisions herein is several and separable. Invalidation of any such provision by judgment, decree or order of any court, or otherwise, shall in no wise affect any other provision which shall remain in full force and effect.

13. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors and assigns, and all its grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. Each and every provision hereof shall also inure to the benefit of the owners of Lots 3 and 4, Block 9, Longview Addition, adjoining said premises on the West. The undersigned as owner of the above described real estate has platted and divided it into Lots and, by such plat and this declaration the undersigned, its successors and assigns, or by its grantees, whether immediate or remote, shall be executed and delivered subject to these easements, restrictions, limitations, conditions and covenants and any and all purchasers may enforce them.

THE NEBRASKA COMPANY, Trustee

By William M. Greenberg  
President

Attest: Margaret W. Shindler  
Secretary

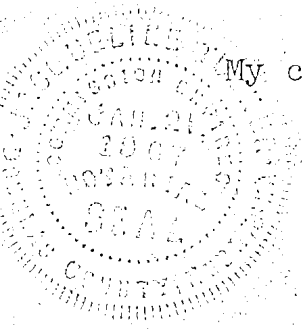
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

Before me, a Notary Public qualified for said county, personally came Martin M. Staenberg, President, and Marlene W. Staenberg, Secretary of The Nebraska Company, a corporation, known to me to be the President and the Secretary respectively and identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and Notarial Seal this 11th day of April, 1961.

Jacqueline Tucker  
Notary Public

My commission expires January 21, 1967.



6. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
13 DAY: April 1961 AT 9:30 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 4.15