

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

TO WHOM IT MAY CONCERN:

The following covenants, conditions, restrictions and easements are hereby imposed upon the real estate hereinafter described:

1. Lots One (1) to Nineteen (19), inclusive, Block One (1); Lots One (1) to Twenty (20), inclusive, Block Two (2); Lots Eight (8) to Eleven (11), inclusive, Block Three (3); and Lots Nine (9) to Eleven (11) inclusive, Block 4; Meadow Lane; an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, shall be known, described and used as residential lots. Not more than one structure shall be built on any one of said lots, provided however this restriction shall not prevent use of a greater area than one lot as a single building site.
2. No building shall be erected on said premises within 50 feet of the street lines bordering said premises, nor within 20 feet of the side lot lines.
3. The main floor of all single story dwellings shall cover a ground area of not less than 1400 square feet, exclusive of garages and porches and the main floor area of all dwellings of two stories shall cover a ground area of not less than 1000 square feet, exclusive of garages and porches. The main floor of all single story dwellings with basement garages shall cover a ground area of not less than 1600 square feet, exclusive of porches. All dwellings shall have garages to accommodate two cars and attached garages shall be of the same material and architecture as the dwelling.
4. No building shall be erected on said lots other than a single detached dwelling on each such lot with necessary outbuildings and no lot shall be improved, used or occupied for other than private one-family residence purposes; there shall not be erected, placed or maintained on any of said lots any flats, duplexes, apartments, public garages, commercial or industrial buildings of any type whatsoever.
5. No building shall be erected, constructed, altered, placed or permitted to remain on any lot of the above described lots until the plans and specifications therefor have been approved in writing by the undersigned trustees. All dwellings constructed shall not exceed two stories in height and exterior walls, including basement walls which are exposed shall be of wood, stone, brick or brick veneer construction, or some combination thereof. Except by expressed permission by Trustee.
6. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding erected, constructed or placed on any part of said lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. All dirt from the cellars, basements and other excavations from each and every lot shall be removed from said lots and the general contour of said lots after erection of dwellings thereon shall remain substantially as established by the undersigned in the development of said lots. This restriction may be waived at the option of the undersigned.
8. All fuel tanks on said lots shall be buried. No hedge, wall, steps or other construction, except driveway or sidewalk, shall be placed or maintained forward of the front lot line. Playground equipment and basketball goals shall not be located forward of the front line of dwellings.
9. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to public view or become a nuisance.
10. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of said lots, with the exception of dogs and cats.
11. 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 to the neighborhood.
12. No person other than those of the Caucasian race shall be or become an owner or lessee of any lot or be granted the privilege of occupying same except as a servant of the family living thereon.

13. 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. (A single lot shall also mean all of one lot as now platted and part or parts of one or more adjoining lots.

14. A five foot 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, telephone and other utility lines and services.

15. The provisions herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots above described. All deeds of conveyance by the undersigned, their heirs, successors, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

16. The restrictions herein set forth shall run with the land and be binding upon all owners of the above described lots for a period of twenty years from the date hereof. At the expiration of said period said restrictions shall be automatically extended for successive periods of ten years each, unless they are changed in whole or in part by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law.

17. The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

18. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions by the undersigned, except at the option of the undersigned.

In witness whereof the undersigned owners of the above described property have hereunto subscribed their names this 1st day of September 1955.

John L. Bilby, Trustee  
Glenn M. Timmons, Trustee

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

*John L. Bilby*  
*Glenn M. Timmons*  
TRUSTEE

On this 1st day of SEPTEMBER 1955, before me, the undersigned, a Notary Public duly commissioned and qualified for and residing such county, personally came John L. Bilby, Trustee and Glenn M. Timmons, Trustee, to me known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed, as such trustees. Witness my hand and Notarial Seal the day and year last above written.

*Ward Lindley*  
Notary Public

