

PROTECTIVE COVENANTS

The undersigned, RAYMOND F. MOTT and HELENE MOTT, husband and wife, being the owners of Mott's Subdivision, an Addition to the City of Omaha, Douglas County, Nebraska, do hereby declare that all of the lots in said Addition are and shall be owned, held and conveyed under and subject to the covenants, conditions and restrictions herein set forth:

1. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five years from and after the date of recording of this instrument. At the expiration of said period, said covenants and restrictions shall automatically be extended for successive periods of ten years unless they are changed in whole or in part by the vote of the majority of the owners of the lots.

2. All lots in said addition shall be known, described and used solely as residential lots, and no structure shall be erected on any of said lots other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.

3. None of the said lots shall be resubdivided into two or more small lots. Nothing in this paragraph shall restrict any lot owner from conveying any part of his lot to an adjoining lot owner, provided however, that no lot, as a result of such a sale, shall be reduced to an area of less than 14,000 square feet.

4. No dwelling shall be permitted on any of said lots which has a ground floor square foot area of less than 1,000 square feet with 2 car attached garage or 1,100 square feet with a 1 car attached garage or 1,200 square feet with detached or basement garage.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of the said lots shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be permitted as a residence. No old structures already built shall be moved onto any lot or building site within this Addition.

6. The title holder of each lot, vacant or improved, shall keep said lot free from weeds and debris, and shall not permit any noxious or offensive trade or activity to be carried on upon said lot, nor shall anything be done on said lot which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind, shall be kept on any of said lots, except that dogs, cats, or other household pets, may be kept provided that they are not kept, maintained or bred for any commercial purpose.

7. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utility companies now or hereafter operating within said Addition, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services along, across, over and under the rear five feet of each lot in said Addition.

8. If the present or future owners of any of said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for any other person or persons owning any other lots in said Addition, or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said covenants or restrictions and either to prevent him or them from so doing or to recover damages resulting from such violation or violations. This paragraph shall not be construed as imposing upon any person or persons the duty of enforcing any one or all of these covenants or restrictions.

9 All plans and specifications must be approved by Raymond F. Mott and Helene Mott, or their heirs, assigns or agent in charge of sales.

10. No dirt is to be removed from said area without written consent of agent in charge of sales until all lots are sold.

11. No dwelling shall be occupied until construction is completed in accordance with plans and specifications approved as provided for in paragraph #9.

12. All building in this Sub-division shall be set-back at least 40 feet from the front property line, and shall maintain a side yard of at least 10 feet, except that on the corner lots, the side yard bordering a street shall be at least 20 feet.

Invalidation of any one of these covenants by a judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

Executed this 15TH day of APRIL, 1957.

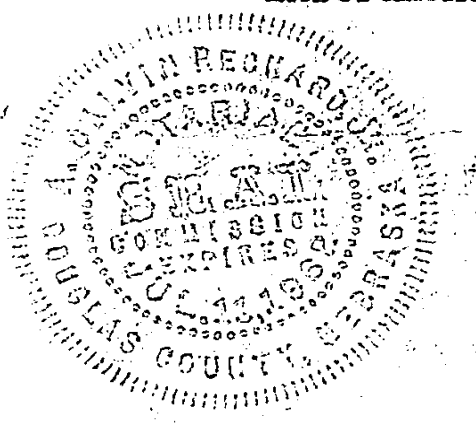
& Raymond F. Mott

Helene Mott

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came RAYMOND F. MOTT AND HELENE MOTT, husband and wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal this 15TH day of APRIL, 1957.



Calvin Beckard
Notary Public

My commission expires JULY 11, 1962.

20.
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
17 DAY April 1957 AT 11:37 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS
7.95