

PARK LANE ~~ADDITON~~

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned PARK LANE, INC., being the owner of Lots 17 through 147, both inclusive, and Lots 286, 287, 317 and 318, PARK LANE ~~ADDITON~~, a subdivision of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 1, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, does hereby state, declare and publish that all of the aforementioned lots are and shall be owned, conveyed, and held under and subject to the following easements, covenants and restrictions, to-wit:

I.

All lots above described shall be known as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

II.

No building shall be located on any lot nearer than thirty-five (35) feet to the front lot line or five (5) feet to the side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that three (3) foot side yard shall be permitted for a garage or other accessory building located sixty (60) or more feet from the front lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed as to permit any portion of a building, eaves, steps or open porches on a lot to encroach upon another lot.

III.

No dwelling shall be erected or placed on any lot having a width of less than forty (40) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

IV.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or become an annoyance to the neighborhood or a nuisance.

V.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

VI.

Public, concrete sidewalks, four feet in width by four inches thick shall be installed in front of each improved lot. ~~and on side streets of improved lots, and~~
~~not including corner lots along Center Avenue.~~ Such sidewalks to be located 5'
inside of the street curb.

VII.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

VIII.

No dwelling shall be permitted on any lot described herein having a ground floor area of less than 900 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half ($1\frac{1}{2}$) or two (2) story structure, exclusive of porches and garages.

IX.

Dwellings constructed in another Addition or location shall not be moved to any lot within this Addition.

X.

The undersigned hereby grants a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors, lessees and assigns to erect, operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross arms, guys, anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for lights, heat, power and for any and all telegraph message purposes, along the rear and side boundary lines of all lots. It further grants a license to the City of Omaha and Sanitary and Improvement District #36, their agents, assigns, lessees and successors the right to enter upon any lot for the purpose of inspection of the type of sewage, the sanitary sewer and sewer connections, and for the purpose of maintaining and repairing any sewer.

XI.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

XII.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

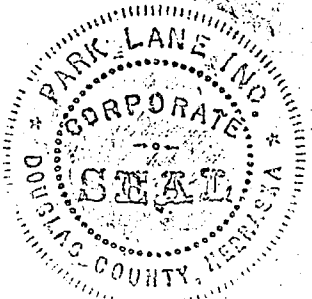
XIII.

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

XIV.

Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.

IN WITNESS WHEREOF said PARK LANE, INC., has caused these presents to be signed by its President and Secretary and its corporate seal to be hereunto affixed this 1st day of October, 1959.



PARK LANE, INC.,

By J. D. Clemmer President

Attest: Adrian L. Faasse Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 1st day of October, 1959, before me, a Notary Public, duly commissioned in and for said County, personally came J. D. CLEMMER, President and ADRIAN L. FAASSE, Secretary of PARK LANE, INC., who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and they acknowledged the execution of the instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.



Dorothy A. Gustard
Notary Public