

364 727

## PROTECTIVE COVENANTS AND EASEMENT

The undersigned Prairie Hills Corporation, a Nebraska Corporation being the owner of Blocks Three (3) to Seven (7), inclusive, and Lots Two (2) to Fourteen (14), inclusive, in Block Eight (8), in Prairie Hills Addition, a subdivision of part of the West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty-Two (32), Township Fifteen (15) North, Range Twelve (12), East of the Sixth (6th) Principal Meridian, Douglas County, Nebraska, does hereby state, declare and publish that all of said lots are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements; namely:

1. None of said Lots shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws and regulations applicable thereto. On any Parcel to be used for residence purposes no structure shall be erected, altered, placed or permitted to remain other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot. No parcel of ground less than a whole lot shall be used as a separate building site.

2. No noxious or offensive activity shall be conducted or permitted on any Parcel, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all dwellings shall contain the following minimum square foot area (exclusive of garages and porches): 1100 square feet for one-story dwellings; and 700 square feet for dwellings of more than one story.

5. All garages and carports shall be large enough to house two or more automobiles of standard size.

6. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

(a) Front Yard - 40 feet.

(b) Side Yard - 10 feet.

(c) corner lots shall be governed by the requirements of zoning ordinances of the City of Omaha.

7. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

8. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water and gas lines along and across the 5 feet adjoining the rear and side lines of each Parcel.

9. An easement is hereby reserved for drainage ways to carry surface water along and across the 5 feet adjoining the rear and side lines of each Parcel.

10. The right is hereby reserved to grant a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, jointly their successors, lessees 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 carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of each of said lots for the use and benefit of the owners and occupants of said Blocks.

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11. The reservations stated in Paragraphs 8, 9 and 10 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of 25 years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law.

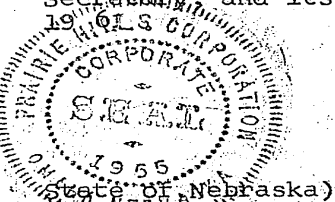
13. In addition to the covenants herein contained each owner and occupant of any of the lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto.

14. If any person shall violate or attempt to violate any of the covenants herein contained, any person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

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

16. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners and occupants of each of the Lots above described.

In witness whereof, said Prairie Hills Corporation has caused these Presents to be executed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed this 12th day of April



PRAIRIE HILLS CORPORATION,  
A Nebraska Corporation

By: Laurance H. Myers, President

Attest: John J. Moritz, Secretary

County of Douglas) ss.

On this 12th day of April A.D., 1961, before me a Notary Public duly commissioned and qualified in and for said County, personally came the above named Laurance H. Myers, President, and John J. Moritz, Secretary of Prairie Hills Corporation, who are personally known to me to be the identical persons whose names are affixed to the above Protective Covenants and Easement as President and Secretary of said Corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

Witness my hand and official seal, at Omaha in said County, the date aforesaid.

Ola Everley  
Notary Public.



My Commission Expires March 3, 1965.

42. 14 DAY April 1961 AT 3:58 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

27.75