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E. J. Connelly, Eileen C. : PROTECTIVE COVENANTS,
Connelly, Roy D. Bullock : CONDITIONS, RESTRICT-
and Mary Bullock : IONS AND EASEMENTS
to :
Whom it may concern :

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR REMCO ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA

THESE COVENANTS shall apply to all lots in the REMCO Addition to the
City of Omaha, Douglas County, Nebraska.

ARTICLE 1. All lots shall be known, described and used as Residential lots.

ARTICLE 2. No structure shall be erected, altered, placed or permitted to remain on any lot other than (a) one single-family dwelling per lot which is not to exceed two (2) stories in height and a private garage for not more than two cars; (b) one two-family dwelling per lot which is not to exceed two (2) stories in height and a private garage for not more than two cars; (c) no two-family dwelling or so-called duplex shall be erected with similar floor plans for each family unit, nor shall they be similar in appearance on the exterior. See Article No. 12.

ARTICLE 3. All sidewalks when provided shall have a width of four (4) feet and the streetward edge of the walk shall be located three (3) feet lotward of the back of the curb.

ARTICLE 4. No residential structure shall be erected or placed on any lot which has an area of less than 8,000 square feet or a distance in width of less than 60 feet at the building setback line.

ARTICLE 5. 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 or nuisance to the neighborhood.

ARTICLE 6. No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract 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.

ARTICLE 7. The ground area of the main structure exclusive of one-story open porches and garage shall be not less than 1000 square feet.

ARTICLE 8. No building shall be located on any lot nearer than 35 feet to the front lot line. No building shall be located nearer than 7 feet to any side lot line, except that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the front lot line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

ARTICLE 9. An easement is granted to Northwestern Bell Telephone Company, and the Omaha Public Power District that is applicable to all lots for access to and maintenance of their underground service lines. An easement is granted to the City of Omaha that is applicable to certain lots for access to and maintenance of sewer lines. An easement is granted to the Metropolitan Utilities District that is applicable to Lots 8, 9, 10 and 11 for access to and maintenance of their utility lines. See attached plans for easement locations.

ARTICLE 10. 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.

ARTICLE 11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE 12. A review board shall examine all building plans proposed for any lot in the REMCO Addition and is empowered to accept or reject the plans, design and construction or to suggest changes in plans that would be acceptable. The review board membership shall consist of two of the present owners of Lots No. 1 and 16 and the purchaser of the first lot numbered between 1 and 16. When the number of lot owners becomes 6 they shall meet and elect three members. Further election of review board members shall then be mutually agreed upon by the lot owners. The review board shall always consist of three members. All approved building plans shall have the signature of the review board members before construction of any dwelling begins.

ARTICLE 13. No dirt from any excavation on any lot shall be removed from the Addition. Disposal within the area shall be as determined by the Review Board.

ARTICLE 14. 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, until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of lots it is agreed to change said covenants in whole or in part. 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.

ARTICLE 15. 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 effect the validity of any other provision.

ARTICLE 16. Nothing herein contained 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.

Signed

E. J. Connelly
Eileen C. Connelly
Roy D. Bullock
Mary Bullock

ATTEST

State of Nebraska
County of Douglas

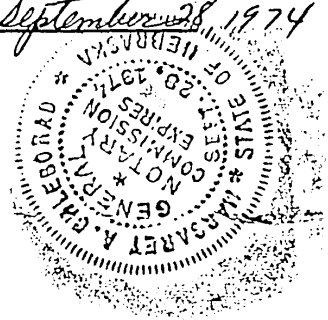
On this 13th day of April, 1971, before the undersigned, a Notary Public in and for said county and State, personally appeared
E. J. Connelly, Eileen C. Connelly, Roy D. Bullock and Mary Bullock

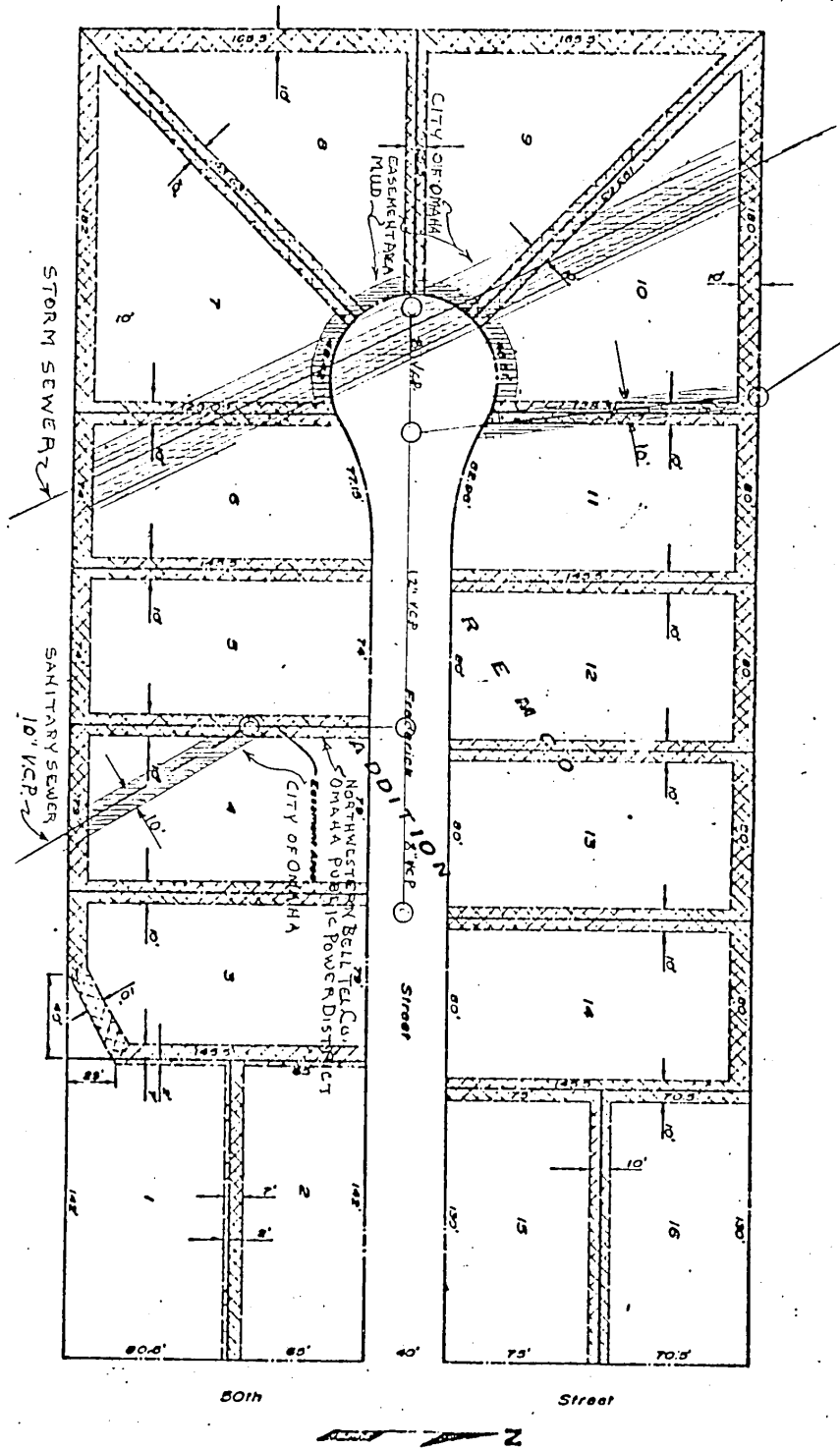
personally to me known to be the identical persons who signed the foregoing instrument as owners and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and notarial seal the date above written.

Margaret A. Cleborad Notary Public

My Commission Expires September 28, 1974





H.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.

15 DAY OF April 1971 AT 11:32A M. G. HAROLD OETLER, REGISTER OF DEED.

13.00