

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, A. W. FULTON, single; EUGENE V. JACOBSON and MADELINE JACOBSON, husband and wife; COE J. PEPPERS, JR., and GERALDINE PEPPERS, husband and wife, and EMIL CHILESE and LILYAN CHILESE, husband and wife, are the sole owners of Lots 1 to 263, both inclusive, in Signal Hill, a Subdivision in Douglas County, Nebraska, and for the mutual protection of the present owners and all subsequent owners of any of the said Lots, covenant and declare that all of said lots are and shall be owned, conveyed, and used under and subject to the following covenants, conditions, restrictions and easements, to-wit:

1. None of the Lots shall be used for any purpose other than residential purposes nor for any illegal or immoral purposes.

2. Lots Nos. 16 to 163, both inclusive, and Lots Nos. 177 to 192, both inclusive, shall be used only for detached single family dwellings of not to exceed two stories in height. Lots Nos. 1 to 15, both inclusive, Lots Nos. 164 to 176, both inclusive, and Lots Nos. 193 to 222, both inclusive, may be used either for single family dwellings of not to exceed two stores in height or for duplexes. Lots Nos. 223 to 263, both inclusive, may be used either for single family dwellings of not to exceed two stories in height, duplexes or multiple dwellings.

3. Each parcel of ground used for a single family dwelling shall have an area of not less than 7,000 square feet and each parcel of ground used for a duplex shall have a frontage of not less than 75 feet and an area of not less than 8500 square feet and each parcel of ground used for a triplex or fourplex shall have an area of not less than 10,000 square feet and an additional area of 2,000 square feet for each additional unit in excess of four.

4. No one-story dwelling shall have a ground floor area of less than 900 square feet and no one-and-one-half story dwelling, two-story dwelling, or each unit of a duplex shall have a ground area of less than 750 square feet, except in the case of split-entrance type of construction wherein a portion of the ground floor area is below grade or in the basement, in which

event a minimum of 700 square feet must be on the ground floor area and a minimum of 150 square feet in the area below grade or in the basement. The said areas are exclusive of porches and attached garages.

5. All structures shall be set back at least 35 feet from the front of the lot line and $17\frac{1}{2}$ feet from any side street line. No structure shall be located nearer than five feet from any interior yard line and no structure on an interior lot shall be located nearer than 25 feet to the rear lot line. This covenant shall not apply to the present dwelling on Lot 138, but shall apply to any replacement thereof. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the structure.

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

7. No dwelling constructed outside Signal Hill Subdivision shall be moved onto any of the lots covered by these covenants.

8. No obnoxious or offensive activity shall be conducted or permitted on any lot nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

9. 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 they are not kept, bred or maintained for any commercial purposes.

10. All lots shall provide off-street parking for a minimum of $1\frac{1}{2}$ cars per single family residence or per unit in case of multiple family dwellings.

11. Each owner at the time of improving any lots shall construct a public sidewalk built of concrete four inches thick and four feet in width and located five feet from the curb line. The sidewalk shall be along the front of each lot, and in the case of corner lots, also along the side street.

12. The owner of each lot shall be responsible for repairing all cuts made in the street adjoining his lot for installing or repairing water, gas, or sewer lines serving said lot and for damages done to the street by heavy equipment used in connection with said property.

13. The right is hereby reserved to grant a license to Northwestern Bell Telephone Company and Omaha Public Power District, jointly or severally, their successors, lessees and assigns, to erect, operate, maintain, repair and renew underground conduits or 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 telephone, telegraph and message purposes along and over the rear five feet of said lots, five feet on each side of said lots, or if the lots have been subdivided into parcels of ground, five feet on each side of said parcel, for the use and benefit of the owners and occupants of the properties in Signal Hill. The said reservations and license shall include the right to excavate, trim, or remove trees, shrubs, vegetation or improvements thereon, if necessary.

The foregoing covenants shall run with the land and each person taking title to any of the said lots agrees to be bound by said covenants the same as though written into the instrument under which the person acquires title to the said lot or parcel of ground.

The covenants shall run until January 1, 1991, unless extended or modified by an instrument in writing executed by the then owners of two-thirds of the above described lots and recorded as provided by law. Each of the covenants herein contained is severable and separate. If any provision contained in the foregoing instrument is declared invalid, the balance of the covenants and foregoing provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1st day of June, 1961.

A. W. Fulton
A. W. FULTON

Co. J. Peppers, Jr.
COE J. PEPPERS, JR.

Eugene V. Jacobson
EUGENE V. JACOBSON

Geraldine Peppers
GERALDINE PEPPERS

Madeline Jacobson
MADELINE JACOBSON

Emil Chilese
EMIL CHILESE

Lilyan Chilese
LILYAN CHILESE

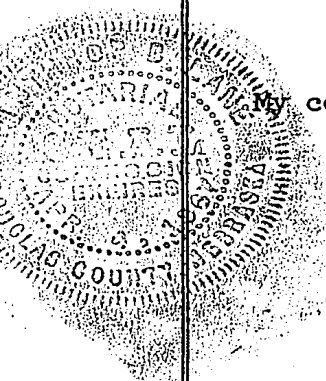
STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this 1st day of June, 1961, before me, the undersigned, a Notary Public duly commissioned and qualified for said County, personally came A. W. Fulton, single; Eugene V. Jacobson and Madeline Jacobson, husband and wife; Coe J. Peppers, Jr. and Geraldine Peppers, husband and wife, and Emil Chilese and Lilyan Chilese, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Winthrop B. Lane
Notary Public

My commission expires the 4 day of April, 1967.



24

69.90