

PROTECTIVE COVENANTS

Madeline Jacobson Properties, Inc.,)
 a Nebraska corporation,)
 to)
 Whom It May Concern:)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Madeline Jacobson Properties, Inc., a corporation, is the sole owner of Lots 300 to 546 inclusive in Signal Hill Park Replat, a Subdivision in Douglas County, Nebraska, and the sole owner of Lots 122 through 130 inclusive; Lots 133 through 135 inclusive; Lot 141; Lots 211 through 223 inclusive, and Lot 272 in Signal Hill Park, a Subdivision in Douglas County, Nebraska, and for the mutual protection of the present owner 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, easements and restrictions, to-wit:

1. None of the lots shall be used for any immoral or illegal purpose.
2. Lots numbered 302 through 495 inclusive, and Lots numbered 511 through 543 inclusive in Signal Hill Park Replat (Lots 122 through 130 inclusive; Lots 133 through 135 inclusive; Lot 141; Lots 211 through 223 inclusive; and Lot 272 Signal Hill Park, a Subdivision in Douglas County, Nebraska may be used either for single family dwellings of not to exceed two stories in height, or for duplexes, or church, or school purposes.
3. Each parcel of ground when used for a duplex shall have at least 75 front feet.
4. Lots numbered 496 through 499 inclusive, and Lots 505 through 510 inclusive, Signal Hill Park Replat, may be used either for single family dwellings of not to exceed two stories in height, duplexes, or multiple dwellings, or church or school purposes.
5. Lots numbered 300, 301, and 500 through 504 inclusive, Signal Hill Park Replat, may be used for commercial purposes, church or school purposes.
6. No one story dwelling shall have a ground floor area of less than 900 square feet. No one and one-half story dwelling or two story dwelling shall have a ground floor area of less than 800 square feet. Each unit of a duplex must have a minimum ground floor area of 750 square feet. In the case of split-entrance type of construction, wherein a portion of the ground floor area is below grade or in the basement, a minimum of 750 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.
7. All structures shall be set back at least 35 feet from the front of the lot line and 17 1/2 feet from any side street line. No structure shall be located nearer than 5 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.
8. 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.

9. No dwelling constructed outside Signal Hill Park Replat or Signal Hill Park shall be moved on to any of the lots covered by these covenants.

10. 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.

11. All lots shall provide off-street parking for a minimum of 1 1/2 cars per single family residence or per unit in case of multiple family dwellings.

12. No animals, livestock or poultry 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 purposes.

13. All single family dwellings shall have at least a one-car garage.

14. 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 a corner lot, also along the side street.

15. 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 the said lot and for damages done to the street by heavy equipment used in connection with said property.

16. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, jointly or severally, their successors, lessees and assigns, to repair, erect, maintain, operate and renew underground cables or 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 Park Replat also Signal Hill Park. 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 any of the 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 thirty years 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 contained herein 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.

