

395 331

PROTECTIVE COVENANTS

To Whom It May Concern:

The undersigned hereby declare that the following covenants shall run with the land and shall be binding upon all present and future owners of all or any part of the real estate described as follows:

Lots One to Seventeen, both inclusive, in Skyline Oaks,  
a subdivision in Douglas County, Nebraska.

1. All of said lots shall be known, described and used as single-family residential lots. Not more than one structure shall be built upon any of said lots; provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.

2. Each building facing Skyline Drive shall be set back from the front property line at least forty feet, and shall be separated from each lateral boundary of the lot or lots on which it is located by a distance of not less than twenty feet. Set-backs and side yards on all lots other than those facing Skyline Drive shall be determined by the signers of these covenants, their heirs or assigns, or a committee appointed by such persons.

3. Each one-story dwelling shall have not less than 1800 square feet of finished living area on the ground floor. Each split-level or two-story dwelling shall have not less than 2200 square feet of finished living area.

4. Each dwelling shall have an attached garage of at least a two-car capacity.

5. A five-foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation, repair and replacement of gas, water, electric and telephone facilities.

6. No fences shall be constructed or maintained between the front line of any dwelling and the front lot line.

7. All exposed foundations shall be faced with either brick or stone.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

9. No dwelling shall be erected until the plans for such dwelling have been approved by the signers of these covenants, their heirs or assigns, or a committee appointed by such persons.

10. Vacant lots shall be tended in such a way that their appearance is not objectionable.

11. No trees, shrubs, hedges or other plants shall be planted or maintained in such proximity to any lot line as to interfere with the use or maintenance of any street or sidewalk, or in such a way as to obstruct the view required at any street intersection for the safety of pedestrians and vehicles.

12. No firearms shall be discharged within the area encompassing said lots.

LAW OFFICES  
YOUNG, DENENBERG & MULLERY  
610 INSURANCE BUILDING  
OMAHA 2, NEBRASKA

13. Grading of lots in preparation for the construction of dwellings shall be kept to a minimum, and the natural contours of the land shall be preserved wherever feasible.

14. Each property owner shall provide a drainage dip between his front yard and the street and shall keep the same sodded.

15. These covenants shall be and remain in full force and effect for a period of twenty-five years, commencing with the date hereof. At the expiration of said period, these covenants shall be automatically extended for successive periods of ten years each, unless amended or revoked by written agreement signed by the persons owning a majority of said lots as of the expiration of the initial twenty-five year period or as of the expiration of a subsequent ten-year period. Any amendment or revocation of these covenants shall not become effective until the same is recorded in the office of the Register of Deeds. In any event, these covenants shall expire at the end of ninety-nine years from the date hereof.

16. Nothing contained in these covenants shall be construed to impose upon the undersigned, their heirs or assigns, any liability, obligation or requirement for enforcement of these covenants.

17. If construction of any dwelling is not completed within one year from the date when such construction commences, the undersigned, their heirs or assigns, shall have the exclusive option to repurchase the lot or lots upon which said dwelling is located. The option price shall be equal to the price at which the undersigned, their heirs or assigns, originally sold said lot or lots. The option may be exercised at any time during a period of sixty days, commencing with the expiration of the one-year period above mentioned. Written notice of the exercise of the option, accompanied by a certified check for the option price, shall be mailed or delivered to the owner of record, and shall be effective as of the date of such mailing or delivery. The provisions of this covenant shall not affect the rights of any bona fide mortgagee to enforce his mortgage, foreclose the same, and sell the affected lot or lots free and clear of this option.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the \_\_\_\_\_ day of \_\_\_\_\_, 1963.

Forrest J. Austin  
Forrest J. Austin

A. Faye Austin  
A. Faye Austin

Howard K. Austin  
Howard K. Austin

Mary J. Austin  
Mary J. Austin

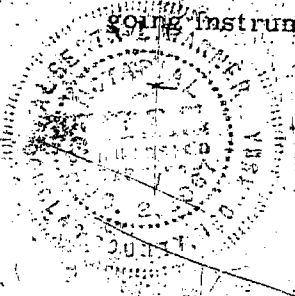
Malcolm D. Young  
Malcolm D. Young

Mary B. Young  
Mary B. Young

345 333

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On the 14 day of April, 1963, before me, the undersigned  
a Notary Public in and for said County, personally appeared Forrest J.  
Austin, A. Faye Austin, Howard K. Austin, Mary J. Austin, Malcolm  
D. Young, and Mary B. Young; and each of them acknowledged the fore-  
going instrument to be his or her free and voluntary act and deed.



Notary Public

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Malcolm D. Young  
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