

295

PROTECTIVE COVENANTS

BOOK 410 PAGE 293

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Trendwood Development Inc., a corporation is the owner of all of Trendwood 2nd Addition, a subdivision in Douglas County, Nebraska, in order to establish a uniform plan for development and for and in consideration of inducing the purchase of said property, do hereby create, adopt, and establish the following restrictions upon said described real estate and property, to wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage.

2. No building shall be erected on any residential building plot nearer than 35 feet from the front lot line, nor nearer than 7 feet to any side lot line. The side line restrictions shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than 17½ feet to the side street line.

3. No residential building plot described herein shall have a width of less than 55 feet at the minimum building setback line nor an area of less than 7500 square feet.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. 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.

6. The ground floor area of the main structure, exclusive of the one story open porches and garages shall be not less than 820 square feet for a one story dwelling nor less than 720 square feet for a dwelling of more than one story.

7. Title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

8. No noxious or offensive 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.

9. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors 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 the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon and below a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, this side line easement shall automatically terminate and become as to such unused or abandoned easementways.

10. Dwellings constructed in another Addition or location shall not be moved to any lot within this Addition.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1974, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.