

DECLARATION OF PROTECTIVE COVENANTS  
OF  
VALLEY HA'I SUBDIVISION

Omaha, Nebraska  
November 20, 1959

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thama Lee Friedman, as Trustee of the land and lots contained in the subdivision known as Valley Ha'i and located in the City of Omaha, and in Douglas County, Nebraska, the said subdivision having been previously platted and recorded, does hereby mutually covenant and agree, pursuant to a general plan of improvement and development of the above named subdivision, and for valuable consideration, as follows:

1. All lots in Valley Ha'i, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, shall be known and described as residential lots and shall be used for residential purposes only.
2. The main floor of all single story and one and one-half story dwellings shall cover a ground area of not less than 800 square feet exclusive of garages and porches and the main floor of all dwellings of two stories shall cover a ground area of not less than 750 square feet exclusive of garages and porches and no dwellings of more than two stories shall be erected. Any dwelling whose main floor covers less than 900 square feet must be constructed with a basement under at least 25% of the main floor area.
3. A five-foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the placement, maintenance, operation and repair of electric and telephone lines, and privileges further reserved to extend wires for carrying transmission of electric current for lights, heat and power and for all telephone, telegraph and message purposes from any poles erected on the space herein reserved; and for the purpose of servicing any sewer line, gas line or water line on any of the lots in this subdivision.
4. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, a continuing annoyance or nuisance to the neighborhood.
5. 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.
6. Dwellings constructed in another addition or location shall not be moved to or placed upon any lot within this addition.
7. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots. Walks shall be located three and one-half feet outside the lot line.
8. The restrictions herein set forth shall run with the land and be binding upon all owners or their transferees for a period of twenty-five years after the date hereof.
9. The provisions herein are in pursuance of a general plan of improvement and development. Each provision is several and separable and invalidation of any provision shall not affect any other provision.
10. The provisions hereof shall be included in all abstracts of titles and shall bind and inure for the time stated herein to the benefit of the undersigned, her heirs, successors and assigns and all grantees both immediate and remote.

11. All holders of deeds of conveyances of the undersigned, her heirs, successors and assigns or by their grantees, whether immediate or remote, and any owner may enforce any of the foregoing provisions against any other owner, tenant, or other persons violating or infringing them, irrespective of whether they are prior or subsequent grantees.

12. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned any liability or obligation or requirement for its enforcement.

20<sup>th</sup> IN WITNESS WHEREOF I have hereunto signed my name this day of November, 1959.

Thama Lee Friedman  
Thama Lee Friedman, Trustee

On this 20<sup>th</sup> day of November, 1959, before me, a Notary Public, appeared THAMA LEE FRIEDMAN, as Trustee, and acknowledged the foregoing instrument as her voluntary act and deed for the purposes stated hereinabove.

Velma H. Flake  
Notary Public

