

DECLARATION OF PROTECTIVE COVENANTS,  
EASEMENTS AND RESTRICTIONS

TO

WHOM IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owner of Lots 1 through 49 inclusive, in Western Trails II, a Subdivision in Douglas County, Nebraska, does hereby covenant and agree, pursuant to a general plan of improvement and development, and for valuable consideration as follows:

1. Said lots shall be used only for single-family residential purposes or for church or school purposes.

2. Each dwelling shall contain finished living space (exclusive of porches, breezeways and garages) of not less than fourteen hundred square feet (1,400 sq. ft.) for single story structures and not less than fifteen hundred square feet (1,500 sq. ft.) for bi-level, tri-level, split-entry or two-story structures.

3. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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. No boat, camper, trailer, recreational vehicle, or similar chattel shall be stored or parked on any lot, or on the street adjacent thereto, for more than seven days within any calendar year, unless the same shall be stored or parked to the rear of the front building line of the residential structure on said lot; and no automobile, motorcycle, truck or other vehicle shall be repaired or torn down on any lot, other than in an enclosed structure.

5. Dwellings constructed in another addition or location shall not be moved to or upon any lot within this addition, provided, however, this shall not be interpreted to forbid a manufactured house or prefabricated sections of a house from being erected on any lot.

6. 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, under and upon a five foot strip of land adjoining the rear and side boundary lines of said 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 lot lines within 36 months of date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

7. All excess dirt resulting from excavation, construction or otherwise, shall be hauled at the expense of the respective owners thereof to points within this addition designated by the undersigned, Lloyd R. Pettegrew, Trustee, or his designee, for fill purposes. No excess dirt shall be removed from this addition, unless prior written permission therefor is secured from the undersigned, Lloyd R. Pettegrew, Trustee, or his designee.

8. All dwellings built in said addition must be completed within nine (9) months from the date of the commencement of construction.

9. No fences shall be built in the front yard beyond the front line of any dwelling, except upon prior written approval of the undersigned, Lloyd R. Pettegrew, Trustee, or his designee.

10. All exposed foundations shall be either brick, stone faced or painted cement blocks, or painted poured foundations.

11. The owners of vacant lots will be responsible for maintaining an attractive appearance thereof, including the cutting and mowing of weeds.

12. The restrictions herein set forth shall run with the land and be binding upon all persons for a period of twenty-five (25) years after date hereof.

13. The provisions herein are in pursuance of a general plan of improvement and development. Each provision is several and separable and

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*Shaw*

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etc

invalidation of any provision or provisions shall not affect any of the other provisions.

14. The provisions herein are in pursuance of a general plan of improvement and development, and shall bind and inure to the benefit of the undersigned, his successors and assigns and all grantees both immediate and remote, and shall run with the land for the benefit of and be imposed upon all subsequent owners of each of the lots above described.

15. No provision contained in this instrument shall in any way be construed as imposing upon the undersigned or his successors in interest, any liability, obligation or requirement for its enforcement.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 17 day of August, 1977.

Lloyd R. Pettegrew, Trustee  
Lloyd R. Pettegrew, Trustee

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

Before me, the undersigned, a Notary Public, personally came Lloyd R. Pettegrew, Trustee, to me known to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this 15 day of August, 1977.



Vicki L. Kramer  
Notary Public

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S. MARSH CENTER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.  
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