

No. : Adrian L. Faasse, Trustee  
Misc. 276 : To  
Page 241 : Whom It May Concern

: BRIDGFORD ADDITION PROTECTIVE  
: COVENANTS AND EASEMENTS  
: DATED DECEMBER 22, 1952  
: FILED FEBRUARY 26, 1953

The undersigned, ADRIAN L. FAASSE, TRUSTEE, Omaha, Nebraska, being the owner of lots 12 to 43 inclusive, Block 1, and Lots 4 to 25 inclusive, Block 2, Bridgeford Addition an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby state, declare and publish that all of said lots are and shall be owned, conveyed, and held under and subject to the following covenants, conditions, restrictions and easements to-wit:

I. All lots above described shall be known as residential lots, No. structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling, except that two family dwellings may be erected and maintained on Lots 17 to 25, inclusive, Block 2, Bridgeford Addition.

II. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 17 1/2 feet to any side street line. No building, except a detached garage or other outbuilding located 65 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

III. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 45 feet at the front building setback line.

IV. No noxious or offensive trade or 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.

V. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract 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.

VI. No dwellings shall be permitted on any lot at a cost of less than \$6000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 670 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

VII. The easement affecting Lots 4 to 22, inclusive and Lot 25, Block 2, Bridgeford Addition is reserved as shown on the recorded plat, for drainage way purposes.

VIII. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1962, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

IV. If the parties hereto, or any or them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damaged or other dues for such violation.

X. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

XII. The undersigned hereby grants a license to the Northwestern Bell Telephone Company and the Omaha Public Power District jointly, their successors, lessees 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 carrying and transmission of electric current for lights, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of said lots for the use and benefit of the owners and occupants thereof.

No witness: Acknowledged December 22, 1952, before Marvin G. Schmid, Notary Public, Douglas County, Nebraska, with seal.

Commission expires September 17, 1958.