

BRIDGEFORD ADDITIONPROTECTIVE COVENANTS AND EASEMENTS

January 29, 1954

The undersigned, BRIDGEFORD REALTY COMPANY, a Nebraska Corporation, being the owner of Lots 38, 40, 41, 42, 43 and 44 in Block 2, Bridgeford Addition, an Addition to the City of Omaha, 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, restrictions and easements, to-wit:

I.

All lots above described shall be known as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwellings.

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 lot nearer than thirty-five (35) feet to the front lot line, nor nearer than seventeen and one-half (17-1/2) feet to any side street line. No building, except a detached garage or other outbuilding located sixty five- (65) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

III.

No residential structure shall be erected or placed on any building lot, which plot has an area of less than five thousand (5,000) square feet or a width of less than forty-five (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 may become an annoyance 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 nature be used as a residence.

VI.

No dwelling shall be permitted on any lot at a cost of less than Six Thousand Dollars (\$6,000.00) 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 and workmanship substantially the same or better than that which can be produced on the date these covenants are recorded at the 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 not be less than six hundred seventy (670) square feet for a one-story dwelling, nor less than six hundred (600) square feet for a dwelling of more than one story.

VII.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1963, at which time said covenants shall be automatically extended for successive periods of ten (10) 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.

VIII.

If the parties hereto, or any of 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 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 damages or other dues for such violation.

IX.

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

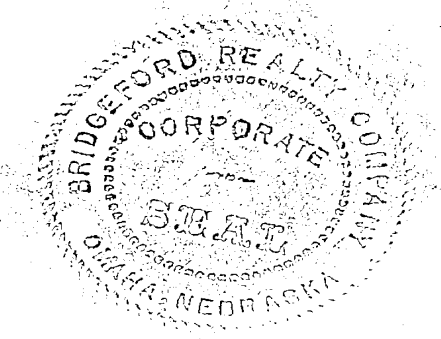
X.

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

XI.

The undersigned hereby grants a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, 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.

IN WITNESS WHEREOF, the undersigned has cause this instrument to be executed by its President and its corporate seal affixed hereto.



BRIDGEFORD REALTY COMPANY, a Nebraska Corporation

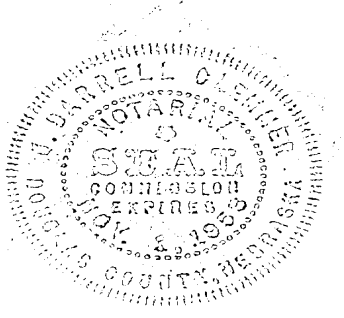
By Irwin Bridgeford
President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 29th day of January, 1954, before me, the undersigned, a Notary Public in and for said County, personally came Irwin Bridgeford, President of the Bridgeford Realty Company, to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and voluntary act and deed of the said Bridgeford Realty Company, and the corporate seal of the said Bridgeford Realty Company was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year as above written.

Harrell Clemmer
Notary Public



4.10

36. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
1 DAY Feb 1954 AT 4:08 PM. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

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