

BRIDGEFORD ADDITIONPROTECTIVE COVENANTS AND EASEMENTS

April 7, 1954

The undersigned, BRIDGEFORD REALTY COMPANY, a Nebraska Corporation, being the owner of Lots 31 through 37 inclusive, Block 2, Bridgeford Addition, an Addition to the City of Omaha, in Douglas County, Nebraska, as surveyed, platted and recorded; and Lots 1 through 6 inclusive, Block 1, 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, 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 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 plot, which plot has an area of less than five thousand (5,000) square feet or a width of less than forty-five 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 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 at the date of 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 and materials 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 be not less than six hundred seventy (670) square feet for a one-story dwelling, nor less than six hundred (600) 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 automatically be 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 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 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 Omaha Public Power District, their successors, lessees, and assigns, to erect, 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 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 caused this instrument to be executed by its President and its corporate seal to be affixed hereto.

