

BRIDGEFORD'S ROCKBROOK ADDITION
PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, MARVIN G. SCHMID, Trustee, being the owner of Block 1; Block 2; Block 3; Lots 1 to 6 inclusive, Block 4; Lots 1 to 4 inclusive Block 5; Lots 1 and 10, Block 6; Lots 1 and 11, Block 7; and Lots 1 and 2, Block 8, Bridgeford's Rockbrook Addition, a Subdivision of the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 33, Township 15, North, Range 12 East of the 6th P.M., Douglas County, Nebraska, does hereby state, declare and publish, that all of the said lots and blocks are and shall be owned, conveyed, and held under and subject to the following easements, covenants and restrictions, 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 dwelling.

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 lot nearer than forty (40) feet to the front lot line, nor nearer than seventeen and one-half (17 $\frac{1}{2}$) 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 ten (10) 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 ten thousand (10,000) square feet or a width of less than sixty (60) 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 Ten Thousand Dollars (\$10,000) based upon cost levels prevailing at 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 garage, shall not be less than eleven hundred (1,100) square feet for a one-story dwelling nor less than nine hundred (900) 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, 1965, 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.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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.

Each residence shall have an attached garage, attached carport, attached combination carport and garage or basement garage with minimum accommodation for two cars. In the event a basement garage is constructed, the exposed foundation walls shall be of brick or stone veneer.

XII.

The undersigned hereby covenants to construct an access road on the North seventeen (17) feet of Lots 1 to 8 inclusive, Block E and Lots 1 and 2, Block 2, Bridgeford's Rockbrook Addition, and hereby grants to the owners, their heirs, devisees, successors, lessees and assigns of said lots, a license to repair, improve, maintain and use said access road for the use and benefit of the owners and occupants of the lots described in this paragraph.

XIII.

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 uninstrumentalities 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 all lots and for a distance of not to exceed twenty (20) feet West of the rear boundary line of Lots 1 to 6 inclusive Block 4; and Lot 1, Block 12; for the use and benefit of the owners and occupants thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 12 day of Dec, 1955.

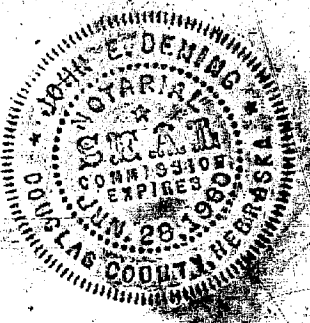
Marvin G. Schmid
MARVIN G. SCHMID, Trustee

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

ss.

On this 16th day of June, 1955, before me the undersigned, a Notary Public in and for said County, personally came MARVIN G. SCHMID, Trustee, to me personally known to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

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



John E. Deming
Notary Public

31. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
7 DAY June 1955 3:56 P.M. INDEXED IN REGISTER OF DEEDS. 19100