

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
ARMBOCK'S PARKVIEW ESTATES

The following covenants, conditions, restrictions and easements are hereby imposed upon the real estate hereinafter described:

Lots Two (2) through Seventeen (17) inclusive, Armbock's Parkview Estates, being a platting of part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-Five (35), Township Fifteen (15) North, Range Twelve (12) East of the 6th P. M. in Douglas County, Nebraska.

1. Said lots shall be used only for single family residential purposes and no detached structures shall be constructed or used on the premises.
2. No residential structure shall contain less than twelve hundred (1200) square feet of living space exclusive of garage nor have flat (as opposed to pitched) roof.
3. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and upon the street side of each built-upon corner lot, with the outside sidewalk edge to be located four feet back of street and curb line. Such sidewalks shall be constructed by the then owner at the time of completion of the main residential structure.
4. 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.
5. No trailer, basement, tent, shack, garage, barn or other out-building 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 residence or other building shall be moved from another location to any of the subject lots.
6. All dirt from the cellars, basements and other excavations from

each and every lot shall be removed from said lots and the general contour of said lots after erection of dwellings thereon shall remain substantially as established by the undersigned in the development of said lots. This restriction may be waived at the option of the undersigned owners.

7. All fuel tanks on said lots shall be buried. Playground equipment and basketball goals shall not be located forward of the front line of dwellings.

8. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot exposed to public view. All lots, vacant or improved, shall be mowed and neatly maintained.

9. The construction of dwelling houses shall be completed with respect to the exterior thereof within twelve (12) months from the date of commencement of construction and the interior thereof shall be completed within twenty-four (24) months from commencement of construction.

10. No animals of any kind shall be permitted to be kept or maintained on any of said lots excepting, however, dogs and cats, not to exceed two for each lot. No chickenyard or kennel of any kind shall be maintained or kept on said lots.

11. The provisions contained herein are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

12. The undersigned hereby declare that the foregoing covenants are to run with the land and shall be binding on all present and future owners of any part of the above-described real estate.

13. If the present or future owners of any of said lots or their grantees, heirs, or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceeding 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 violations. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

14. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability; obligation or requirement for the enforcement of this instrument or any of its provisions by the undersigned, except at the option of the undersigned.

Dated this 13 day of December, 1967.

Donald F. Bock
Donald F. Bock

Robert K. Bock
Robert K. Bock

Barbara J. Bock
Barbara J. Bock

Jane M. Bock
Jane M. Bock

Marjorie J. Bock
Marjorie J. Bock

STATE OF NEBRASKA
COUNTY OF DOUGLAS

SS:

Before me, a Notary Public, qualified for said county, personally came Donald F. Bock, Barbara J. Bock, Marjorie J. Bock, Robert K. Bock and Jane M. Bock, known to me to be the identical persons who signed the foregoing Protective Covenants, Conditions, Restrictions and Easements for Armbock's Parkview Estates, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on the 13 day of December 1967

Grand A. Sedwick
Notary Public

My Comm. Exp: Oct. 7, 1970

