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AMENDED PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

BLOOMFIELD HILLS COMPANY, By
NAOMI TOWLE BUCHOLZ, President
ATTEST: JOHN W. BUCHOLZ, Secretary
(Corporate Seal); FREDERICK H.
BUCHOLZ and NAOMI T. BUCHOLZ;
husband and wife; GLADYS FALK
and CARL A. FALK, wife and husband,

To

WHOM IT MAY CONCERN:

The following amended covenants shall run with the land in Lots 1 to 8, inclusive, in Bloomfield Hills Addition, an Addition in Douglas County, Nebraska, in lieu and instead of the protective covenants, conditions, restrictions and easements dated May 19, 1955, and recorded May 20, 1955, in Book 298, at Page 279, of the Miscellaneous Records in the office of the Register of Deeds in Douglas County, Nebraska, and shall be binding on the owners of all and any part of said lots and on all persons claiming under them until the first day of January, 1980, unless waived as hereinafter provided, and after the first day of January, 1980, said covenants shall be extended automatically 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.

By accepting a deed to all or any part of said lots a grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees to observe and perform all said covenants as fully as though said grantee had joined in this declaration.

If any such grantee or his heirs, executors, administrators, assigns, or grantees shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said real estate to prosecute any proceedings in 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.

1. All lots shall be used for residence purpose exclusively from the date hereof until the first day of January A.D. 1980, or such subsequent date to which the covenants herein shall be extended automatically under the provisions hereof.

2. For the purpose of construing and applying these restrictions, a single lot shall mean a lot as now platted, or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots comprising a part of such ownership, or all of one lot and part or parts of one or more adjoining lots. Notwithstanding the provisions of this paragraph, Lot 4 may, for purposes of construing and applying these covenants, be considered as constituting two lots, provided that neither such lot has a frontage of less than 180 feet, nor a depth of less than 174 feet.

3. No building shall be erected on any lot within said period other than a single detached dwelling thereon, and no lot shall be improved, used or occupied for other than a private one-family residence purposes, and there shall not be erected, placed on or maintained on any lot any flats, duplexes, apartments (even though intended for residence purposes), public garages, oil stations or any other buildings whatsoever, except a single detached dwelling house to be used exclusively as a residence for a single family.

4. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said Addition until the plans and specifications have been approved in writing by the Bloomfield Hills Company, its successors or assigns. Such dwelling as is built upon any such lot within the period until the first day of January A.D., 1980, or to such subsequent date to which the covenants shall be extended automatically under the provisions hereof, shall not be over two (2) full stories in height, and the exterior thereof must be built of wood, natural stone, brick, brick veneer or some combination thereof.

A one and one-half story house, when and if prescribed and limited herein, shall mean a house having an inside second-floor area of not less than 500 square feet, and when and if finished shall accommodate at least two complete rooms and a bathroom, and at least two such second-floor rooms, excepting the bathroom, shall have at least two windows whose glass sizes are at least two feet wide by three and one-half feet high, and any bathroom or bathrooms shall have at least one such window. No trailer, basement, excavation, tent, shack, garage, barn or other out-buildings erected, constructed or placed on any part of said premises shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. All dirt from the cellars, basements or other excavations from each and every lot during said period shall be removed from said lots, subject to permission granted by Bloomfield Hills Company to place such dirt in low areas of surrounding land, and the general slope of said premises and terraces, after the buildings have been erected, shall remain substantially as now established. This provision may be waived at the option of Bloomfield Hills Company by written consent.

6. An easement is reserved over the rear five feet of each lot for utility installation and maintenance, and over five feet along each side lot line.

7. The said lots shall not be used as building sites within the period until the first day of January, A.D. 1980, or to such subsequent date to which the covenants shall be extended automatically under the provisions hereof, except as an entirety, or as part of and in connection with adjacent lots, in which event the restrictions pertaining to such adjoining lot or lots shall apply to each lot or parcel of lot conveyed, as though the lot or parcel of lot being conveyed had been originally a part of such adjoining lot -- in which case the definition of a single lot set out in paragraph 2 hereof shall apply. In case the frontage of ground used with any residence is greater than the required frontage,

then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this paragraph shall be construed accordingly; and if any residence of the maximum width is built or maintained on any such lot, then thereafter the frontage so used may not be reduced on any such lot as long as said residence is maintained thereon; and the same provision shall apply as to the location of any residence with respect to the side lines of the lot. A main building that is a full two stories in height shall have an inside first-floor area, exclusive of basement, porches, terraces, and garage, of not less than 2,000 square feet; and if one story, or one and one-half stories, in height, an inside first-floor area exclusive of basement, porches, terraces, and garage, of not less than 2,250 feet.

8. The front line of any house, garage, porch, patio, or terrace shall be set back at least 70 feet from the front lot line of each lot, and there shall be a minimum side yard on each side of said house of 35 feet between the side lot line and the closest point of the house, garage, porch, patio, or terrace. There shall be a minimum distance of 40 feet between the rear lot line and the nearest point of the house, garage, porch, patio, or terrace.

9. No house in the Bloomfield Hills Addition as now platted and recorded may face 102nd Street, Douglas County, Nebraska, or any boundary street of the development, nor may any house have its driveway or access entering 102nd Street or any boundary street of the development.

10. Unless waived by the Bloomfield Hills Company, all wiring, including telephone and electric power lines, from any lot line to the improvements on any such lot shall be placed underground.

11. The following prohibitions shall be observed during the period these covenants are in effect:

A. Exposed foundations above grade shall be built of brick, brick veneer or natural stone, and no cement block, wood or composition stone foundation shall be exposed above grade.

- B. All fuel tanks on outside of house shall be buried.
- C. No sign shall be placed on any lot except with permission of Bloomfield Hills Company.
- D. No parking area shall be constructed between a street and a front property line other than paving required to connect the street with any driveway serving a residence.
- E. No hedge, walls, steps or other construction, except drive or sidewalk, shall be placed or maintained forward of the front lot line.
- F. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to view, or become a nuisance.
- G. No horses, cows, goats, swine, sheep or any domestic animals (except dogs and cats), poultry or fowl of any kind, will be permitted to be kept on any of the lots.
- H. No noxious or offensive trade or activity, and no commercial activity serving the public shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- I. No trailer, tent, shack, barn, shed, detached garage or other detached buildings of any kind shall be erected or maintained on any lot.
- J. No garage shall be erected or maintained on any lot unless the same is attached to the house and is a minimum two-car garage enclosed (except for the doors) with the same or compatible material as the house, and such garage shall have an inside floor area of not less than 400 feet.
- K. No constructed fence of any material shall be erected or maintained on any lot without the written approval of Bloomfield Hills Company.
- L. No boundary or delineatory walls shall be erected or constructed on any lot, except that with the approval of the Bloomfield Hills Company low, solid masonry walls, not exceeding 30 inches in height and constructed entirely of brick or natural stone or a combination thereof and compatible

with the architecture of the house, may be erected for the purpose of delineating patio or terrace areas only.

M. No outside incinerator or trash burning facilities shall be erected or maintained on any lot.

N. No outdoor cooking facilities shall be erected or maintained on any lot, except in accordance with the following restrictions and subject to the approval of the Bloomfield Hills Company:

- 1) Must be constructed of solid masonry (brick, stone, or a combination thereof), must be architecturally compatible with the house, subject to the approval of the Bloomfield Hills Company.
- 2) Such facilities may be used only for the preparation of food.
- 3) The location of cooking or grilling facilities shall be subject to the approval of the Bloomfield Hills Company.
- 4) Not more than one such facility shall be erected or maintained on any lot.

O. No aerial towers of any kind shall be erected or maintained on any lot or on any improvement thereon, except with the approval of the Bloomfield Hills Company.

P. No outdoor swimming pool of any kind or size shall be built or maintained on any lot. Any indoor swimming pool must be entirely enclosed by the house, and its construction and location shall be subject to the approval of the Bloomfield Hills Company.

Q. No driveway shall be constructed of gravel, crushed rock, or any other material except concrete, brick, or hardtop.

12. If and when this property is annexed to any Sanitary Improvement District of Douglas County, Nebraska, it shall be subject to all charges,

taxes and other burdens thereafter levied by the District and subject to all of the rules and regulations of the District.

13. Invalidation of any 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.

14. Bloomfield Hills Company reserves the right to waive any of the foregoing restrictions to the extent to which the waiver thereof will not adversely affect the general plan for the development and improvement of the lots above described.

15. In the event that the Grantee or Grantees of any lot, or the heirs or personal representatives of any such Grantee or Grantees, desire to sell any lot at any time prior to the completion of the residence building thereon, the Bloomfield Hills Company shall have the right and option to repurchase said lot for the amount of any bona fide offer which the said Grantee or Grantees, or their heirs or personal representatives, are willing to accept, which said option shall remain in effect for a period of twenty days after notice of intent to accept such bona fide offer, accompanied by a true copy of such offer, has been given to the Bloomfield Hills Company, unless said option is waived in writing prior to the expiration of the said twenty day period. In the event that the Grantee or Grantees herein, or the heirs or personal representatives of the Grantee or Grantees herein, should fail to complete the sale of said lot to the offeror or offerors within sixty days after failure by the Bloomfield Hills Company to exercise its option as herein provided, the said Grantee or Grantees, or the heirs or personal representatives of the Grantee or Grantees, shall before selling said lot at any time or times thereafter, again give to the Bloomfield Hills Company such notice of intention to accept any such bona fide offer, and true copy thereof, and the Bloomfield Hills Company shall have the same right and option, for a period of twenty days after receiving each such notice, to repurchase said lot for the amount of such bona fide offer.

16. Wherever reference is made herein to Bloomfield Hills Company, the name Bloomfield Hills Company shall in each instance include its successors, assigns, liquidating agents and liquidating trustees, the same as though reference to the successors, assigns, liquidating agents and liquidating trustees was duly set forth in each instance after the name of said Company.

This instrument is executed by Bloomfield Hills Company as owner of Lots One (1) and Two (2), and Lots Five (5) to Eight (8), inclusive, in said Bloomfield Hills Addition; and by Frederick H. and Naomi T. Bucholz as owners of Lot Four (4) in said Bloomfield Hills Addition; and by Gladys M. Falk and Carl A. Falk, as owners of Lot Three (3) in said Bloomfield Hills Addition.

IN WITNESS WHEREOF, the said Bloomfield Hills Company has hereunto caused its corporate seal to be affixed, and these presents to be signed by its President, and Frederick H. Bucholz and Naomi T. Bucholz, husband and wife, and Gladys M. Falk and Carl A. Falk, wife and husband, have hereunto set their hands, all done this 30 day of April, 1959.

BLOOMFIELD HILLS COMPANY

ATTEST:

By Naomi T. Bucholz
President

Secretary

Witness

Frederick H. Bucholz
Frederick H. Bucholz

Witness

Naomi T. Bucholz
Naomi T. Bucholz

Witness

Gladys M. Falk
Gladys M. Falk

Witness

Carl A. Falk
Carl A. Falk

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On this 30 day of April, 1959, before me the undersigned, a Notary Public in and for said County, personally came NAOMI TOWLE BUCHOLZ, President of the Bloomfield Hills Company, and the identical person whose name is affixed to the above Amended Protective Covenants, Conditions, Restrictions, and Easements, and acknowledged the execution thereof to be her voluntary act and deed as such officer, and the voluntary act and deed of the said Bloomfield Hills Company, and that the corporate seal of the said Bloomfield Hills Company was thereto affixed by its authority.

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

Notary Public

My Commission expires on the day of 1962

STATE OF NEBRASKA)
) ss
 COUNTY OF DOUGLAS)

On this 20 day of April, 1959, before me, the undersigned, a Notary Public in and for said County, personally came FREDERICK H. BUCHOLZ and NAOMI T. BUCHOLZ, husband and wife, known to me to be the identical persons whose names are affixed to the above Amended Protective Covenants, Conditions, Restrictions, and Easements, and they acknowledged their execution thereof to be their voluntary act and deed.

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

Katherine E. Sochitt
 Notary Public

My Commission expires on the 19 day of July, 1962.

STATE OF NEBRASKA)
) ss
 COUNTY OF DOUGLAS)

On this 20 day of April, 1959, before me, the undersigned, a Notary Public in and for said County, personally came GLADYS FALK AND CARL A. FALK, wife and husband, known to me to be the identical persons whose names are affixed to the above Amended Protective Covenants, Conditions, Restrictions, and Easements, and they acknowledged their execution thereof to be their voluntary act and deed.

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

Stanley F. Kneal
 Notary Public

My Commission expires on the 15 day of Feb., 1962.

17. 8 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 8.25
 DAY June 1959 AT 3:36 PM THOMAS J. O'CONNOR, REGISTER OF DEEDS