

PROTECTIVE COVENANTS

The Golden Valley Cooperative Association, a Nebraska Corporation, Trustee, being the owner of Broadmoor Heights, a subdivision of the North 100 acres of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Twenty-two, Township Fifteen North, Range Twelve East (22-15-12) of the 6th P.M., in Douglas County, Nebraska, do hereby state, publish and declare that all lots contained therein are and shall be conveyed, and shall be owned and held under and subject to the covenants, conditions and restrictions herein set forth:

except for Section 9

1. 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 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.

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 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; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Invalidation of any one 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.

2. All lots in the tract shall be known and described as residential lots except the following which the Board of Directors of the Golden Valley Cooperative Association has designated for recreational, commercial, public or residential purposes subject to the zoning regulations of the City of Omaha:

Lots 1, 19 and 20 in Block 9

Lot 26 Block 3

Lot 19 Block 7

All of Block 14

of the recorded plat of Broadmoor Heights, a subdivision of the North 100 acres of the Southeast Quarter of Section 22-15-12, Douglas County, Nebraska. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage and such other outbuildings as may be approved by the Golden Valley Cooperative Association.

3. No building, fence, wall, signboard or other structure shall be erected, altered or placed on any building plot in this subdivision until complete plans, specifications and plot plan showing the location of such building or improvement have been approved in writing by the Golden Valley Cooperative Association as to use, conformity and harmony of external design with existing structures in the subdivision, and as to location of the building or improvement with respect to lot lines, reserved areas, other structures, topography and finished ground elevation.

4. That 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 outbuilding erected in the tract 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.

6. Dwellings shall be restricted to the following minimum square foot floor area for certain sections of the subdivision as set forth below. These sections and the minimum floor areas for houses (exclusive of garage and porches) are as follows:

Section 1. All lots on 90th St., 1450 square feet total; 1000 on first floor.

Section 2. Lots 2 to 4, inclusive, Block 1.

Lots 7 to 13, inclusive, Block 2.

All of Blocks 5 and 6.

1050 square feet total; 750 on first floor.

Section 3. Lots 6 to 25, inclusive, Block 3,

Lots 1 to 14, inclusive, Block 7.

All of Blocks 4, 11 and 12.

850 square feet total; 670 on first floor.

Section 4. Lots 15 to 18, inclusive, Block 7.

All of Blocks 8, 9, 10 and 13, except Lots 1,

19, and 20, Block 9.

720 square feet total; 650 on first floor.

7. An easement is reserved over the rear 5 feet of each lot and over five (5') feet of each side lot line for utility installation and maintenance, this reservation including the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

8. Minimum building setback lines shall be as follows:

<u>Location</u>	<u>Front Yard Setback</u>	<u>Side Yard Setback</u>
Lot 1, Block 1; Lots 1,2,3,4,5 and 6; Block 2; and Lots 1,2,3,4 and 5, Block 3.	75'	25'
Lots 2,3 and 4, Block 1; Lots 7 to 13, Incl., Block 2; Lots 6 to 26, Incl, Block 3; All of Block 4; All of Block 5; All of Block 6; All of Block 7; All of Block 8; Lots 12 to 18, Incl., Block 9; All of Block 11; All of Block 12; All of Block 13; and All of Block 14.	40'	10'
Lots 2 to 11, Incl., Block 9; and all of Block 10.	35'	10'

In any event, no building shall be located on any residential building plot nearer than 35 feet to the front lot line nor nearer than 15 feet to any side street line. No building except a detached garage or other outbuilding located 75 feet or more from the front lot line shall be located nearer than 10 feet to any side lot line.

9. For a period of 15 years from the date hereof no owner of any property in the subdivision shall sell, lease or permit said premises to be occupied by any person or persons (except domestic servants and members of his family) who are not stockholders of Golden Valley Cooperative Association, a corporation, nor to anyone who is not eligible for membership in said Association and whose application has not been approved by the Board of Directors of said Association, provided however that this paragraph shall not apply to nor prevent the good faith mortgaging or encumbering of said property, nor the transfer of said property by operation of law or in satisfaction of bona fide liens, nor shall it prevent selling, leasing or occupying of said property by any person who has acquired same by operation of law or in satisfaction of any bona fide lien.

10. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants, hedge, shrubs, and trees and for walks and drives; Provided that no trees, shrubs or hedges shall be planted or maintained in such proximity to any right-of-way, street or sidewalk as will interfere with the proper use and maintenance thereof or with an unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles and, Provided further that no objectionable trees, plants or shrubs shall be permitted to remain on any part of any lot.

11. All lawns, trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner. The Association reserves the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs and removing dead or unsightly portions thereof and repairing walls or other appurtenant structures, whenever the owner or occupant of

any property shall fail or refuse to do so within a reasonable time after notice in writing from the Board of Directors of the existence of the objectionable condition.

12. Erection and maintenance of any stable or other shelter for livestock or fowl, and the keeping of livestock and fowl within the Subdivision, are prohibited. Dumping of any kind of refuse or rubbish upon any lot is prohibited. No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel or sand.

13. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be placed or maintained within the Subdivision, nor shall any notice or advertisement be displayed by any person, corporation or association carrying on a permitted business, or a trade or profession therein; without the permission in writing of the Board of Directors of the Association.

IN WITNESS WHEREOF, said GOLDEN VALLEY COOPERATIVE ASSOCIATION, by its President and Treasurer, thereunto duly authorized by its Board of Directors, has hereunto set its corporate name and seal this 8th day of February, 1949.

Signed in the presence of:

GOLDEN VALLEY COOPERATIVE ASSOCIATION,  
Trustee

By Aaron G. Nelson  
President

By C. H. Miller  
Treasurer

Attest: Brice H. Cummings  
Secretary

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 8th day of February, 1949, before me Clifford E. Lammers, a Notary Public, personally appeared Aaron G. Nelson, to me known to be the President, and C. H. Miller, to me known to be the Treasurer, of the Golden Valley Cooperative Association, Trustee, the corporation which executed the foregoing instrument, and who, being duly sworn, did say that the seal affixed to said instrument is the corporate seal of the said corporation and that the said instrument was signed and sealed in behalf of the said corporation by authority of its Board of Directors and the said Aaron G. Nelson and C. H. Miller acknowledged the said instrument to be the free act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Clifford E. Lammers  
Notary Public  
Douglas County, Nebraska.



13. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
8 DAY Feb 1949 AT 3:37 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS