

30-647

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, the undersigned is the owner of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Buller's First Addition, an Addition in the Southeast Quarter of section 17, Township 14, North Range 13, East of the 6th P.M., in Sarpy County, Nebraska.

NOW, THEREFORE, the following restrictions and Protective Covenants are hereby placed on Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in said Addition:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 900 square feet in the case of a one-story structure, nor less than 720 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.
3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line, except that a four foot side yard shall be permitted for a garage or other accessory building located 40 feet, or more, from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot. Also reserved is a 10 foot drainage way between Lots 4 and 5.
6. No noxious or offensive activity 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.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

FILED FOR RECORD IN SARPY COUNTY NEBR. Dec 5 1962 AT 11:30 CLOCK A.M.

AND RECORDED IN BOOK 30 OF the PAGE 647 Ernie R. ... COUNTY CLERK.

3 25

30-648

- 8. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
- 9. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots.
- 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
- 11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 12. 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.
- 13. 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.

IN WITNESS WHEREOF, the said owner has hereunto affixed his name this 4th day of December, 1962.

K.D.K., INC., a Nebraska Corporation

By [Signature] President

STATE OF NEBRASKA)
)ss.

COUNTY OF SARPY) On this 4th day of DECEMBER, 1962, before me, the undersigned, a Notary Public in and for said County, personally came JOEL M. KATLEMAN, President, and EWEL JOHN KARNES, Secretary, of K.D.K., Inc., a Nebraska Corporation, and acknowledged that the execution of the above and foregoing Protective Covenants was their voluntary act and the voluntary act and deed of said Corporation.

[Signature]
Notary Public

My Commission expires: January 24, 1966

