

92-114

PROTECTIVE COVENANTS

These covenants are to run with the land described as Lots One (1) to Eleven (11), both inclusive, Callahans Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and shall be binding on all parties and persons claiming under them until September 1, 1977, at which time said covenants shall be automatically extended 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.

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 estate 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 such covenants, and either to prevent him or them from so doing, or recover damages or other dues for such violation.

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.

(A) All lots in the tract herein described shall be limited as and described as "Residential Lots". No structure shall be erected, altered or placed or permitted to remain on any residential building lot other than a one or two family dwelling, or one story and a half dwelling, and a private garage for more than three cars with necessary out-buildings, and no lot or parcel therein shall be improved, used, or occupied by other than private one or two family

3 Aug 12 57 312

residence purposes and there shall not be erected, placed, or maintained on any of said lots any flats, apartments, public garages, oil stations or any other buildings whatsoever except one or two family dwelling houses to be used exclusively for residential purposes.

(B) No trailer, basement, shack, tent, 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.

(C) All buildings shall comply with applicable zoning regulations and building codes and in any event no buildings shall be located on any residence building plot nearer than thirty-five (35) feet to the front lot line nor nearer than fifteen (15) feet to any side lot line.

(D) The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 950 square feet in the case of a one-story home, or less than 850 square feet in the case of a story and a half structure.

(E) Garages or other outbuildings, if erected on said premises during said period, and if detached from the building thereon, must correspond in architecture with the dwellings and must be located in accordance with the provisions of applicable zoning regulations.

(F) That 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

22-116

such ownership; or all of one lot and part of one or more adjoining lots.

The following prohibitions shall be observed during said period:

1. No garage or other outbuildings shall be erected on any lot for dwelling purposes before the residence thereon is constructed.
2. No drive shall be constructed except of cement, brick, stone or asphalt.
3. No garbage, ashes, refuse, or refuse receptacles shall be placed or left on any lot exposed to view or in such a way as to become a nuisance.
4. No horses, cows, sheep nor any domestic animals (except dogs and cats) poultry or fowl of any kind, will be permitted to be kept on any of the lots.
5. 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 a nuisance or annoyance to the neighborhood.
6. No existing structure shall be moved from another location onto any of said lots.

WITNESS: Howard L. Callahan  
Dorothy E. Callahan

STATE OF NEBRASKA )  
 ) 68-  
 COUNTY OF SARPY )

On this 9th day of August, 1957, before me the undersigned, a Notary Public in and for the County aforesaid, personally appeared HOWARD L. CALLAHAN and DOROTHY E. CALLAHAN, husband and wife, to me known to be the identical persons who executed the foregoing Protective Covenants and they severally acknowledged the same to be their voluntary act and deed.

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



Howard L. Callahan  
 Notary Public.

My Commission expires: Aug 9, 1958