

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding until January 1, 1995 on all present and future owners of the real estate hereinafter described:

Lots Eighty-three (83) to Two Hundred Eighty-five (285), both inclusive, in Cedar Hills, a sub-division in Douglas County, Nebraska.

If said present or future owners, or any of them, 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 above described 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.

Invalidation of any of these Covenants by judgment or court order shall in no way affect the validity and enforceability of any of the other provisions herein contained.

A. All said lots shall be used only for residential purposes or for church, educational or charitable uses.

B. No structures shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage or car port for not more than three cars and attached breezeways or other out-buildings incidental to residential uses. Prior to construction of any structure on Lots 147 to 285 inclusive, the plans and specifications therefor must have received the written approval of the undersigned corporation, its successor or assigns.

C. 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.

D. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

E. Public concrete sidewalks, four feet wide by four inches thick, shall be installed in front of each improved lot, and also on the street side of all improved corner lots, except along Center Road. Said sidewalks shall be constructed so that the sidewalk edge nearest the lot line is one foot outside of the adjacent lot line.

F. A perpetual easement is hereby reserved in favor of and granted to Northwestern Bell Telephone Co., Omaha Public Power District and all public utility companies now or hereafter operating within said Addition, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service along, across, over and under the rear and side boundary lines of said lots, together with any necessary overhang.

G. The following building restrictions shall apply to the following Lots:

1. Lots 83 to 146 inclusive: All structures shall be located at least 35 feet back from the front lot line and no structure except a detached private garage shall be located

nearer than 7 feet to the side lines of the building plot. No structure shall be erected or placed on any building plot which has a ground area of less than 7500 square feet. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than 900 square feet for structures on Lots 104 to 144 inclusive and shall be not less than 1000 square feet for structures on Lots 83 to 103 inclusive, and on Lots 145 and 146. All dwellings erected on Lots 132 to 135 inclusive shall face and front North. The dwelling erected on Lot 131 shall face and front either North or East and the dwelling erected on Lot 136 shall face and front either North or West. No private driveways from the rear of Lots 131 to 136 inclusive shall be permitted to open onto Center Road.

2. Lots 147 to 207 inclusive: All structures shall be located at least 40 feet back from the front lot line and no structure except a detached private garage shall be located nearer than 10 feet to the side lines of the building plot. No structure shall be erected or placed on any building plot which has a ground area of less than 10,000 square feet. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than 1150 square feet. Every building plot improved by a residential structure shall likewise be improved by an attached, detached or basement garage or car port adequate for not less than one nor more than three cars.

3. Lots 208 to 285 inclusive: All structures shall be located at least 40 feet back from the front lot line and no structure except a detached, private garage shall be located nearer than 10 feet to the side lines of the building plot. No structure shall be erected or placed on any building plot which has a ground area of less than 14,000 square feet. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than 1350 square feet. Every building plot improved by a residential structure shall likewise be improved by an attached, detached or basement garage or car port adequate for not less than two nor more than three cars.

4. Notwithstanding the foregoing provisions of this paragraph G, the restrictive provisions hereof shall automatically be amended pro tanto as to any of said lots for which the Board of Appeals of the City of Omaha, Nebraska shall determine and permit a lesser set back or side yard distance or a lesser minimum lot area.

IN WITNESS WHEREOF, the undersigned, being the owner of all of said real estate, has caused these presents to be duly executed this 28th day of December, 1956.

DANIEL CONSTRUCTION CO.

ATTEST:

*Leona D. Bousler*  
Secretary

By: *J. M. Yowell*  
President

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

ss. On the date last above written, before me, the undersigned, a Notary Public in and for said County, personally came J. M. YOWELL, President of Daniel Construction Co., to me personally known to be the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

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

My Commission expires the 16th day of September, 1960.



*John W. Delevant*  
Notary Public