

81-399+

PROTECTIVE COVENANTS

VIOLA VOORHEES, Widow
to
WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Viola Voorhees, sole owner of lots numbered 2 through 39 inclusive, 41 through 50 inclusive and lots 62, 63 and 66 in Cedar Hollow, a Subdivision located in part of the NW 1/4 and NE 1/4 of the SW 1/4, and part of the SW 1/4 of the NW 1/4 all in Section 10, Township 15 North, Range 10 East of the 6th PM, Douglas County, Nebraska, for the mutual protection of the present owner and subsequent owners of said lots, does hereby covenant and declare that said lots numbered 2 through 39 inclusive, 41 through 50 inclusive and lots 62, 63 and 66 shall be owned, conveyed and used under and subject to the following covenants, conditions, easements and restrictions herein set forth.

1. That said lots shall be used for residential and institutional purposes only.
2. Residential structures erected on said residential lots shall be so located as to provide for a minimum front yard setback of 35 feet, a minimum side yard setback of 5 feet and a minimum rear yard setback of 25 feet.
3. A one-story dwelling house constructed on any of said residential lots shall have a ground floor area of not less than 864 square feet. A one and one-half story dwelling house or two story dwelling house shall have a ground floor area of not less than 720 square feet. Dwelling houses constructed on a split entry ranch plan or split level plan shall have not less than 864 square feet on the main living floor level. That said areas are exclusive of porches or attached garages.
4. 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. No dwelling constructed outside Cedar Hollow shall be moved onto any of the lots covered by these covenants.
5. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or may become an annoyance or a nuisance.
6. All single family dwellings shall have at least a one-car garage.
7. Each owner, at the time of improving said lots, shall construct a public sidewalk built of Portland cement concrete, 4 inches thick and 4 feet in width and located 4 feet from the curbline. The sidewalk shall be along the front of each lot and in the case of a corner lot also along the side street.
8. The owner of each lot shall be responsible for repairing all cuts made in the street adjoining his lot for installing or repairing water, gas or sewer lines serving said lot and for damages done to the street by any heavy equipment used in connection with said property.

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9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors, lessees and assigns, to repair, erect, maintain, operate and renew underground cables or conduits or poles with the necessary supports, sustaining wires, crossarms, guys and anchors, and other instrumentalities and to extend thereon wires for carrying and transmission of electric current for light, heat and power, and for telephone, telegraph and message purposes along, under and over the rear 5 feet of said lots and 5 feet on each side of said lots. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein. The said reservations and license shall include the right to excavate, trim or remove trees, shrubs, vegetation or other improvements thereon if necessary provided, however, that said side lot line easement is granted upon the specific conditions that if both of said utility companies fail to construct poles and wires, buried cables, along any of said side lot lines within 36 months of the record date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, the said lot line easement shall automatically terminate and become as to such, a closed or abandoned easementway.

10. No building shall be erected on any of said lots without the prior written approval of plans and specifications by Viola Voorhees, owner, or her duly authorized agent.

The foregoing covenants shall run with the land and each person taking title to any of the said lots agrees to be bound by any of the said covenants the same as if written into the instrument under which the person acquires title to said lot or parcel of ground.

The covenants shall be binding upon all persons for a period of 20 years from and after the date of recording of this instrument. Each of the covenants contained herein is severable and separate. 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 covenants or restrictions herein contained.

IN WITNESS WHEREOF, Viola Voorhees, a widow, the owner of all of said real estate has executed these covenants this 6th day of July, 1973.

VIOLA VOORHEES, a Widow,
Owner.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors, lessees and assigns, to repair, erect, maintain, operate and renew underground cables or conduits or poles with the necessary supports, sustaining wires, crossarms, guys and anchors, and other instrumentalities and to extend thereon wires for carrying and transmission of electric current for light, heat and power, and for telephone, telegraph and message purposes along, under and over the rear 5 feet of said lots and 5 feet on each side of said lots. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein. The said reservations and license shall include the right to excavate, trim or remove trees, shrubs, vegetation or other improvements thereon if necessary; provided, however, that said side lot line easement is granted upon the specific conditions that if both of said utility companies fail to construct poles and wires, buried cables, along any of said side lot lines within 36 months of the record date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, this side lot line easement shall automatically terminate and become as to such, unused or abandoned easementways.

10. No building shall be erected on any of said lots without the prior written approval of plans and specifications by Viola Voorhees, owner, or her duly authorized agent.

The foregoing covenants shall run with the land and each person taking title to any of the said lots agrees to be bound by any of the said covenants the same as if written into the instrument under which the person acquires title to said lot or parcel of ground.

The covenants shall be binding upon all persons for a period of 20 years from and after the date of recording of this instrument. Each of the covenants contained herein is severable and separate. 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 covenants or restrictions herein contained.

IN WITNESS WHEREOF, Viola Voorhees, a widow, the owner of all of said real estate has executed these covenants this 6th day of April, 1973.

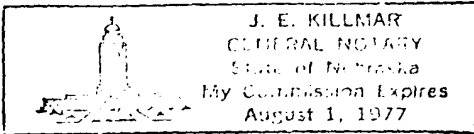
VIOLA VOORHEES, a Widow,
Owner.

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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came Viola Voorhees, a widow, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal on Nov. 6, 1973.



J. E. Killmar
Notary Public

My commission expires August 1, 1977

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1973 DEC - 6 PM 2:23

THE STATE OF NEBRASKA }
Douglas County }
Entered in Numerical Index and filed
by *Max* in the office of the Register of
Deeds of Douglas County on 11/6/73
Book 530 of Max
Page 331

C. Arnold
By *B. J. Hox* Deputy
MAIL *B. J. Hox*
5800 1st
N *1st Nat'l Center*
Comped 81-399 Feb 21 73

81-299