

Cletus Place

350-489

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That I, Nels C. Nelson, single, being ~~an~~ owner of all of the lots located in Cletus Place, the same being a subdivision of the South 1/2 of the S. W. 1/4 of the S. E. 1/4 of the S. E. 1/4 of Section 30, Township 45 North, Range 13 East of the 6th Principal Meridian and in the City of Omaha, Douglas County, Nebraska, described and bounded as follows: Beginning at the S. W. corner of the S. E. 1/4 of the S. E. 1/4 of said Section 30. Thence North along the West line of said S. E. 1/4 of S. E. 1/4 for 331.7 feet. Thence East along the North line of South 1/2 of S. W. 1/4 of S. E. 1/4 of S. E. 1/4 for 660.5 feet, being the South line of Holy Cross 1st Addition. Thence South along East line of South 1/2 of S. W. 1/4 of S. E. 1/4 of S. E. 1/4 of said Section 30 for 331.8 feet to the South line of said Section 30. Thence West along the South line of said Section 30 for a distance of 661.3 feet to place of beginning. Subject to State and County Highways or deeds given to City of Omaha for street, do hereby declare that all of the lots in said Replat are and shall be owned, held and conveyed under and subject to the following covenants, conditions and restrictions, to-wit:

1. The covenants and restrictions herein set forth shall be binding upon all persons for a period of twenty-five years from and after the date of recording of this instrument. At the expiration of said period, said covenants and restrictions shall automatically be extended for successive periods of ten years unless they are changed in whole or in part by the vote of the majority of the owners of the lots.

2. All lots in said addition shall be known, described and used solely as residential lots.

3. No dwelling shall be permitted on any of said lots which has a ground floor square area, exclusive of garages and porches, of less than 900 square feet in the case of a one story structure with an attached garage or carport, nor less than 800 square feet in the case of a one and one-half or two story structure with an attached garage or carport, or 1040 square feet with a basement garage. The dimension of any such building across the width of the lot shall be at least 40 feet.

4. No building shall be erected on any of the said lots nearer than 35 feet from the front lot line nor nearer than five feet to any side lot line.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding, erected on any of the said lots shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be permitted as a residence. No old structures already built shall be moved onto any lot or building site within this Replat.

6. No building shall be erected on any of said lots without prior written approval of plans and specifications by the Development agents or, after expiration of present development Contract, by such Agent or individual as the Owners choose by a majority vote. No dirt shall be removed from the Area without written consent from said Agents, Agent

or individual.

7. The title holder of each lot, vacant or improved, shall keep said lot free from weeds and debris, and shall not permit any noxious or offensive trade or activity to be carried on upon said lot, nor shall anything be done on said lot which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be kept on any of said lots, except that dogs, cats or other household pets may be kept provided that they are not kept, maintained or bred for any commercial purpose.

8. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utility companies now or hereafter operating within said Replat, 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 services along, across, over and under the rear five feet of each lot in said Replat.

9. If the present or future owners of any of said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for any other person or persons owning any other lots in said Replat, or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said covenants or restrictions and either to prevent him or them from so doing or to recover damages resulting from such violation or violations. This paragraph shall not be

construed as imposing upon any person or persons the duty of enforcing any one or all of these covenants or restrictions.

Invalidation of any one of these covenants by a judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

Executed this 4th day of February,

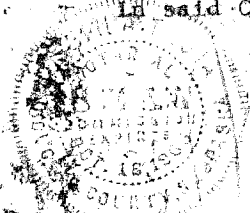
1960.

Nels C. Nelson
NELS C. NELSON

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

On this 4th day of February, 1960,
before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above Nels C. Nelson, single, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument, and who has acknowledged the signing of said instrument to be his voluntary act and deed.

WITNESS my hand and official seal at Omaha, Nebraska, in said County, the date last aforesaid.



Joseph A. [unclear]
NOTARY PUBLIC

INDEXED NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
ON 4 DAY 1960 AT 12:31 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS