

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS

CLINTON C. MILLETT and
MARTHA S. MILLETT,
Husband and Wife,

To

WHOM IT MAY CONCERN:

The following covenants shall run with the land in CLIN-MAR ESTATES, a Subdivision in Douglas County, Nebraska, and shall be binding on the owners of all and any part of said lots and on all persons claiming under them until the first day of January, 1980, unless waived as hereinafter provided, and after the first day of January, 1980, said covenants shall be extended automatically 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.

By accepting a deed to all or any part of said lots a grantee shall thereby bind himself, his heirs, executors, administrators, assigns, and grantees to observe and perform all said covenants as fully as though said grantee had joined in this declaration.

If any such grantee, or his heirs, executors, administrators, assigns, or grantees shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said real estate to prosecute any proceedings in 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.

Any rights, powers, options and privileges herein reserved to "the undersigned" shall pass to the survivor of Clinton C. Millett

and Martha S. Millett, and to the heirs and personal representatives of such survivor, unless sooner assigned by them or the survivor of them.

(a) 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 such ownership, or all of one lot and part or parts of one or more adjoining lots.

(b) No lot shall be improved except in accordance with the following minimum specifications as to size, style, design, type and location of improvement:

(1) No building shall be erected on any lot other than a single detached dwelling.

(2) There shall be no dwellings of flat roof design.

(3) Dwellings of contemporary design, and swimming pools, may be built only with the prior written approval of the undersigned as to size, style, design, and location thereof.

(4) Dwellings may not be built of material other than wood, stone, brick, brick veneer, or some combination thereof. All exposed foundations shall be either brick or stone-faced. Outdoor cooking facilities shall be solid masonry (brick, stone, or a combination thereof), and shall be architecturally compatible with the dwelling.

(5) Only one outdoor cooking facility may be erected on each lot.

(6) No dwelling shall be more than two stories in height. Each dwelling which is more than one story in height shall have sufficient space on the second floor to accommodate at least two complete rooms (whether or not finished) whose combined cubic space is at least one-third of the cubic space of the first floor of the dwelling, exclusive of garage, porches, patios, and basement; and, each such second story room shall have at least one window (with glass dimensions at least two feet wide and three and one-half feet high) on each of at least two sides of the dwelling.

(7) Each dwelling shall have not less than eighteen hundred square feet of inside floor area, exclusive of basement, porches, terraces and garage, if one story in height; or an inside floor area of two thousand two hundred square feet, exclusive of basement, porches, terraces and garage, if more than one story in height. Each dwelling shall have an attached garage with at least four hundred square feet of floor space, and no carports will be allowed.

(8) No building or appurtenance shall be erected on any lot within sixty feet of the street line bordering said lot, nor within twenty-five feet of either side lot line, nor (except on Lots Seventeen (17) and Twenty-two (22)) within forty feet of the rear lot line.

(9) Hereafter no dwellings shall be constructed facing on Blondo Street, and any dwellings constructed on Lots Three (3) through Six (6), inclusive, must face 102nd Street.

(10) No hedge, fence, wall, steps, playground equipment, recreational facilities, parking area, or other equipment or constructed facilities shall be constructed, placed or maintained forward of the front line of any dwelling, other than a cement driveway from the street to the garage and a cement sidewalk connecting the house, street and driveway.

(11) All utility lines leading from any lot line to any dwelling, and all outside fuel tanks, shall be placed underground.

(12) No aerial towers of any kind shall be erected or maintained on any lot or on any improvement thereon, and no sign shall be placed or maintained on any lot other than one two foot by three foot sign advertising the lot for sale.

(13) No other material than dirt, rock and gravel shall be used as fill on any lot, and the general grade and slope of any lot shall not be altered or changed substantially without prior written permission of the undersigned.

(c) The following are restrictions on the use of each lot, and the owner of each lot covenants that:

(1) No lot shall be improved, used or occupied other than for a private one-family residence.

(2) No animals, poultry or fowl of any kind, except inside household domestic pets and two dogs or two cats, or one of each, shall be kept on any lot.

(3) Garbage, ashes, refuse or trash, or receptacles therefor, shall not be placed or maintained on any lot so as to be exposed to view or become a nuisance.

(4) Trash burners shall be kept only within the limited area within which a dwelling may be constructed, and shall be properly screened and hidden from view. Trash shall not be burned in outdoor cooking facilities.

(5) Swimming pools shall not be maintained in such a manner as to be a nuisance.

(6) No building, structure, tent or movable home, other than a dwelling completed in accordance with the requirements of this document, shall be used as a residence, temporarily or permanently.

(7) Garage doors shall be closed at all times except upon entering or leaving the garage.

(d) After the installation of streets and curbing, no property owner shall order, authorize, or permit the tearing up, cutting, or other destruction of said streets and curbing without the prior written permission of the undersigned.

(e) An easement is reserved over the rear five feet of each lot for utility installation and maintenance, and over five feet along each side lot line, in addition to the 15-foot easement areas as shown on the final plat.

(f) If and when this property is annexed to any Sanitary Improvement District of Douglas County, Nebraska, it shall be subject to all charges, taxes and other burdens thereafter levied by the District and subject to all of the rules and regulations of the District.

(g) Should any Grantee of the undersigned desire to sell or convey any lot at any time prior to the completion of the dwelling thereon, the undersigned shall have the right and option to purchase said lot upon the terms and conditions, and for the consideration, upon which the said Grantee is willing to sell or convey. Such option shall remain in effect for a period of twenty days after Grantee shall have notified the undersigned in writing of the Grantee's intent to sell or convey and of the proposed terms, conditions, and consideration for such sale or conveyance. No sale or conveyance of any lot shall be effective prior to the completion of the dwelling thereon, unless such sale or conveyance is completed within eighty days after delivery of such notice to the undersigned; provided, that the undersigned may waive such option by instrument in writing executed with the same formality as a deed.

(h) No person other than of the Caucasian race shall be or become an owner or lessee of any part of this Subdivision, or, except as a servant of the family living thereon, be granted the privilege of occupying the same.

(i) 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.

1957, WITNESS OUR HANDS this 18 day of December, at Omaha, Nebraska.

Clinton C. Millett
Clinton C. Millett

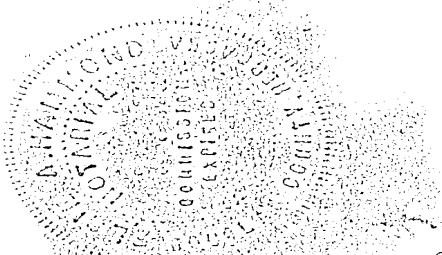
Martha S. Millett
Martha S. Millett

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 18 day of December, 1957, before me, the undersigned, a Notary Public duly commissioned and qualified for said County, personally came Clinton C. Millett and Martha S. Millett, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Elcie A. Hammond
Notary Public



11.15
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
59.19 DAY Dec 4 1957 AT 3:51 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.