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BOOK 419 PAGE 227

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS
FOR
COLONIAL ACRES ADDITION

The following covenants, conditions, restrictions and easements are hereby imposed upon the real estate hereinafter described:

1. Lots One (1) through Three (3), inclusive, Block One (1); Lots One (1) through Thirteen (13), inclusive, Block Two (2); Lots One (1) through Twenty-two (22), inclusive, Block Three (3), being a platting of part of the NW 1/4 of the NW 1/4 of Section 29, T16N, R13E of the 6th P. M., Douglas County, Nebraska.

2. The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of any part of the following described real estate.

3. 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 these covenants it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceeding 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 violations. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

4. Said lots shall be used only for single family residential purposes and no detached structures shall be construed or used on the premises.

5. No residential structure shall contain less than fourteen hundred (1,400) square feet.

6. Portland concrete public sidewalks, four feet wide by four inches thick shall be constructed in front of each built-upon lot and upon the street

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side of each built-upon corner lot, with the outside sidewalk edge to be located four feet back of street and curb line. Such sidewalk shall be constructed by the then owner at the time of completion of the main residential structure.

7. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other out-building erected on said real estate shall at anytime be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. Perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, crossarms, guides 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 message service over and upon a five foot strip of land adjoining the rear and side boundary lines of said lots in said addition, provided, however, that said lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within 36 months of the date hereof or if any poles or wires are constructed thereafter removed without replacement within 60 days after their removal, then this said line easement shall automatically terminate, and become void as to such unused or abandoned easement ways.

10. No lots in the subdivision shall be subdivided without the approval of Colonial Development Corporation, a Nebraska corporation, and the adjoining property owners.

11. All dirt from the cellars, basements and other excavations from each and every lot shall be removed from said lots and the general contour of said lots after erection of dwellings thereon shall remain substantially as established by the undersigned in the development of said lots. This restriction may be waived at the option of the undersigned, Milton C. Simon, Florence M. Simon, Daniel J. Donahue, and Lela B. Donahue.

12. All fuel tanks on said lots shall be buried. Playground equipment and basketball goals shall not be located forward of the front line of dwellings.

13. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot exposed to public view. All lots, vacant or improved, shall be mowed and neatly maintained.

14. The construction of dwelling houses shall be completed with respect to the exterior thereof within twelve months from the date of commencement of construction and the interior thereof shall be completed within twenty-four months from commencement of construction.

15. No animals of any kind shall be permitted to be kept or maintained on any of said lots excepting, however, dogs and cats, not to exceed two for each lot, and also excepting horses and ponies, provided that the owner thereof comply with the zoning restrictions applicable to stables. No chickenyard or kennels of any kind shall be maintained or kept on said lots.

16. The provisions contained herein are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

17. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions by the undersigned, except at the option of the undersigned.

