

83 lots

BOOK 298 PAGE 717

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the real estate hereinafter described until January 1, 1987.

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 hereinafter 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 lots in the addition hereinafter described 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 "residential building plot", as hereinafter defined, other than one detached ~~single~~-family dwelling, not to exceed two and one-half stories in height, which dwelling must include an attached private garage for not more than three cars. Said dwelling may also include attached breezeways and other out-buildings incidental to residential uses.

C. No structure shall be located on any residential building plot nearer than thirty-five feet to the front lot line, nor nearer than seven feet to any side line of any building plot; provided however that on Lots 1, 17, 32, 33, 61, and 62 in said addition, no residential structure shall be located nearer than seventeen feet to the North side lot line of said lots; provided further, however, that the provisions of this paragraph shall automatically be amended pro tanto as to any lot or 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.

D. No residential structure shall be erected or placed on any building plot which has an area of less than seven thousand five hundred (7,500) square feet and such a plot of said minimum dimensions, when used for residential purposes, is herein defined as a "residential building plot".

E. 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.

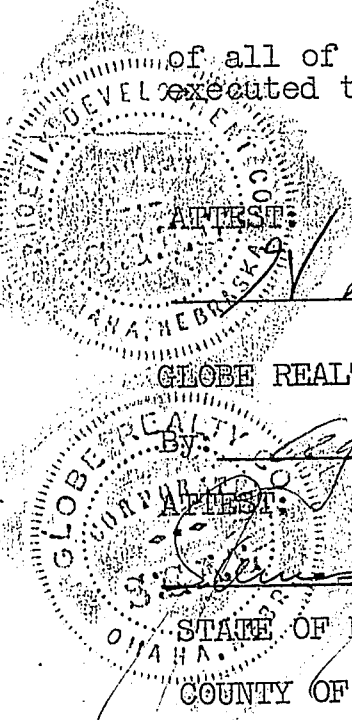
F. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than one thousand one hundred fifty (1,150) square feet.

H. These Protective Covenants shall hereafter apply to Lots One (1) through Eighty-three (83), both inclusive, in Rainbow Replat, an Addition in Douglas County, Nebraska.

I. A perpetual license 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 a five foot strip of land adjoining the rear and side boundaries of Lots One (1) through Sixty-one (61), inclusive, and a five foot strip of land adjoining the side boundary lines, and a twenty-five foot strip of land adjoining the rear boundary lines of Lots Sixty-two (62) through Seventy (70) inclusive, and Lots Seventy-two (72) through Eighty-three (83) inclusive, and also a five foot strip of land adjoining the side boundary lines of Lot Seventy-one (71) and also along, across, over and under a line extending across lot Seventy-one (71), in a southerly direction from a point on the northern boundary line, approximately one hundred and twenty (120) feet from the front lot line to a point on the southern boundary line approximately one hundred and fifty (150) feet from the front lot line, all of such easements in all of said lots to include any necessary overhang.

IN WITNESS WHEREOF, the undersigned, being the owner of all of said real estate, has caused these presents to be duly executed this 8th day of ~~May~~ June, 1955.



PHOENIX DEVELOPMENT CO.

ATTEST:
L. Smith
Secretary

By: Don Decker
President

GLOBE REALTY CO.

By: Agnes C. Dennis
President

Lloyd A. Thornton
Lloyd A. Thornton

ATTEST:
[Signature]
Secretary

Mary Anne Thornton
Mary Anne Thornton

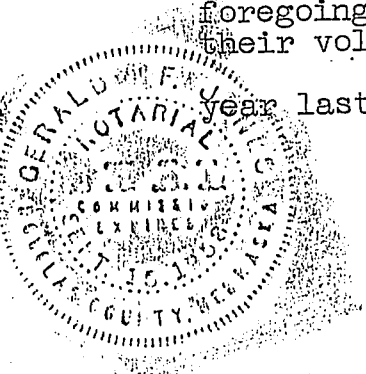
STATE OF NEBRASKA
COUNTY OF DOUGLAS) ss.

On this 8th day of ~~May~~ June, 1955, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, president of Phoenix Development 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; and further, on said day, before me, came LLOYD A. THORNTON and MARY ANNE THORNTON, husband and wife, personally known to me to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha the day and year last above written.

My Commission expires the 15 day of Sept., 1958

Gerald F. Jones
Notary Public



-3-

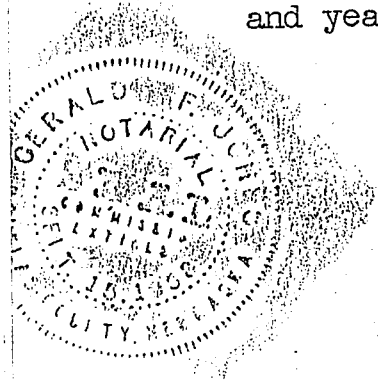
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 8th day of ~~May~~ ^{JUNE}, 1955, before me, the undersigned, a Notary Public in and for said county, personally came AGNES C. BEMIS, President of Globe Realty 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 her voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha the day and year last above written.

My Commission expires the 15 day of Sept., 1958.

Gerald F. Jones
Notary Public



17. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
9 DAY June 1955 AT 4:22 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 2450