

LAWNFIELD REPLAT
PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, PETE PANE and GRACE PANE, husband and wife, and MARIE ANZALDO and SAM ANZALDO, wife and husband, being the owners of Lots 1 to 24, both inclusive, in Lawnfield Replat, a Subdivision, being part of the West Half of the West Half of Section 36, Township 15 North, Range 12, East of the 6th P. M., in Douglas County, Nebraska, do hereby state, declare and publish that all lots contained in said Lawnfield Replat are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements; namely:

1. Not Lots in said Subdivision shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws and regulations applicable thereto. On any Lot to be used for residence purposes no structures shall be erected, altered, placed or permitted to remain other than one detached single family dwelling and dwellings with step-up plan, together with private garage or garages or carports, and such outbuildings as may be approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous lot. No parcel of ground less than a whole lot shall be used as a separate building site; however, two or more whole lots can be used as a separate building site.

2. 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 become an annoyance or nuisance.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all dwellings shall contain the following minimum square foot area (exclusive of garages and porches):

- (a) On all Lots 1 to 6, inclusive, 1400 square feet.
- (b) On all Lots 7 to 12, inclusive, 1200 square feet.
- (c) On all Lots 13 to 18, inclusive, 1100 square feet.
- (d) On all Lots 19 to 24, inclusive, 900 square feet.

5. All garages and carports shall be attached to the dwellings and shall be of standard size, to-wit:

(a) On all Lots 1 to 6, inclusive, said dwellings will have garages and not carports large enough to house two or more automobiles of standard size.

(b) On all Lots 7 to 24, inclusive, all garages and carports shall be large enough to house one or more automobiles of standard size; however, this is not to be construed to prevent anyone from having garages or carports large enough to house two or more automobiles of standard size on Lots 7 to 24, inclusive, if it is desirable by the owner.

6. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

- (a) Front Yard - 40 feet.
- (b) Side Yard - 10 feet.

7. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk

or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

8. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water and gas lines across the 5 feet adjoining the rear and side lines of each Lot.

9. The right is hereby reserved to grant a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, jointly, their successors, lessees 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 carrying and transmission of electric current for lights, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of each of said Lots for the use and benefit of the owners and occupants of said Blocks.

10. The reservations stated in Paragraphs 8 and 9 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

11. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of 25 years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law.

12. In addition to the covenants herein contained each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto.

13. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligations for its enforcement upon the undersigned.

14. Each of the provisions hereof is several and separable. Invalidation of any of such provisions by a judgment, decree or order of any court, or otherwise, shall in no wise effect any of the other provisions, which shall remain in full force and effect.

15. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the Lots above described.

16. Erection and maintenance of any stable or other shelter for live stock or fowl, and the keeping of live stock and fowl within the Subdivision are prohibited. Dumping of any kind of refuse or rubbish upon any Lot is prohibited. No filling material shall be brought in and used on any Lot except unmixed earth, stone, gravel or sand.

IN WITNESS WHEREOF, we have hereunto affixed our signatures at Omaha, Nebraska, this 1st day of August, 1956.

Pete Pane
Grace Pane
Marie Anzaldo
Sam Anzaldo

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 1st day of August, 1956, before me the undersigned, A Notary Public duly commissioned and qualified for and residing in said County, personally came PETE PANE and GRACE PANE, husband and wife, and MARIE ANZALDO and SAM ANZALDO, wife and husband, who are personally known to me to be the identical persons whose signatures are affixed to the foregoing instrument, and they each acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my signature and Notarial Seal the day and year last above written.

Francis R. Pane
NOTARY PUBLIC



My Commission expires: February 21st, 1962

7.
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 9.85
21 DAY Aug 19 56 AT 11:01 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.