

PROTECTIVE COVENANTS

\* \* \* \* \*

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, owners of all the hereinafter described real estate, do hereby make, publish, and declare the following protective covenants:

These covenants shall 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 for the periods hereinafter set forth:

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.

I.

As to Lots 1 through 6, inclusive, Marshall & Pahl Addition, an addition in Douglas County, Nebraska, as surveyed, platted, and recorded, the following protective covenants shall apply for a period of ten (10) years from June 1, 1960:

(a) All of said lots shall be used only for residential purposes, or for church, educational, recreational, or charitable uses.

(b) No residential structure 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 dwellings may also include attached breeze-ways and other out-buildings incidental to residential use.

(c) No structure shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than seven (7) feet to any side line of any building plot, provided that the provisions of this paragraph shall be automatically amended pro tanto as to any lot or lots for which the Board of Appeals of the City of Omaha, Douglas County, Nebraska, shall determine and permit a lesser set-back for side yard distance.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 7,500 square feet, and such plot of said minimum area, when used for residential purposes, is hereby 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 out-building 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 and fifty (1,150) square feet.

## II.

The following protective covenants shall apply for a period of ten (10) years from June 1, 1960, to Lots twenty-eight (28) through thirty-five (35); Marshall & Pahl Addition, an Addition in Douglas County, Nebraska, as surveyed, platted, and recorded:

(a) All of said lots shall be hereinafter used exclusively

for residential, church, education, recreational, or charitable purposes.

(b) On lots used for residential purposes, no structure shall be erected, altered, placed, or permitted to remain on such lot, other than single family or two-family dwellings, which must comply in height, area, set-back, side and rear yard, with the provisions of Residential 5 zoning of the City of Omaha, provided 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 shall determine and permit any deviation from such provisions.

(c) 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.

(d) No trailer, basement, tent, shack, garage, barn, or other out-building 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.

### III.

All of said Lots One (1) through Six (6), inclusive, and Twenty-eight (28) through Thirty-five (35), inclusive, Marshall & Pahl Addition, shall be subject to a perpetual license, which is hereby reserved in favor of and granted to the Northwestern Bell Telephone Co., Omaha Public Power District, Metropolitan Utilities 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, cables, and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat, and power and for telephone and telegraph and message service along,

across, over and under a five-foot strip of land adjoining the rear boundary line of the above-described lots, all of such licenses to include the 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 8<sup>th</sup> day of March, 1961.



THE EVERGREEN COMPANY, INC.

By: C. M. Newman  
President

E. R. Newman  
Secretary

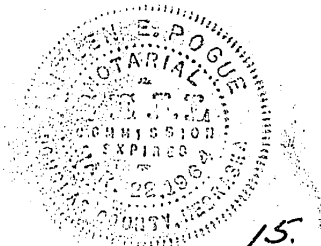
STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

On this 8 day of March, 1961, before me, the undersigned, a Notary Public in and for said County, personally came C. M. Newman, President of THE EVERGREEN COMPANY, INC., and E. R. Newman, Secretary of THE EVERGREEN COMPANY, INC., to me personally known to be the President and Secretary of said company and the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of the said THE EVERGREEN COMPANY, INC., and that the Corporate Seal of the said THE EVERGREEN COMPANY, INC. was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.

Helen E. Logue  
Notary Public

My commission expires:  
March 22 1964



7.00