

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS
FOR

COUNTRY SQUIRE ESTATES 2ND ADDITION

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

Lots One (1) through Twenty-Seven (27), inclusive, Block One (1); Lots One (1) through Twenty-Three (23), inclusive, Block Two (2); Lots One (1) through Twenty-One (21) inclusive, Block Three (3), being a platting of part of the East 1/2 of the NE 1/4 of Section 13, T16N, R12E, of the 6th P.M., Douglas County, Nebraska.

1. Said lots shall be used only for single family residential purposes and no detached structures shall be constructed or used on the premises. No structure shall be erected, placed or permitted on any lot other than the one single family dwelling and no such structure shall exceed two stories in height.

2. Any dwelling built on any lot shall have a minimum first floor area of 1,500 square feet for a one-story structure and 1,200 square feet for a two-story structure, exclusive of porches and garages. Also, it shall have a garage with a minimum capacity of two standard, full-sized automobiles, attached to the dwelling, the minimum floor area being at least 400 square feet.

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

4. No noxious or offensive trade or activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent or shack shall be erected or permitted on any lot and no structure of a temporary character shall be used as a residence.

6. No lots shall be subdivided without the written approval of Country Squires Corporation, a Nebraska corporation, its successors, assigns, or nominees.

7. All fuel tanks on said lots shall be buried. No cement blocks may show above ground.

8. 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.

9. The following front, rear and side set-back requirements shall be observed: Front yard forty feet; side yard ten feet; rear yard thirty-five feet. On corner lots, the side facing the side street shall have a set-back of one-half of the front yard set-back.

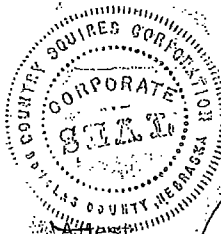
10. The provisions contained herein are in pursuance of a general plan of improvement and development and each provision is several and separable and invalidation of any such provision shall not affect the validity of any other provision.

11. 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 above-described real estate.

12. If the owners or persons in possession of any of said lots or their grantees, successors, heirs, or assigns shall violate or attempt to violate any of these covenants it shall be lawful for any person or persons owning any other lot to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and to prevent him or them from so doing or to recover damages or both. Invalidation of any of these covenants shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

13. 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.

Dated this 10th day of December, 1964.



COUNTRY SQUIRES CORPORATION

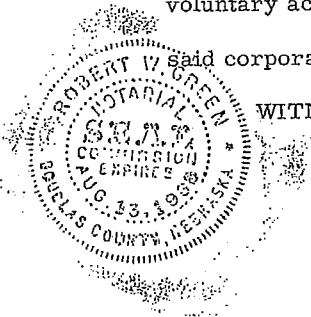
By: Charles M. Bonniwell
Charles M. Bonniwell, President

Mervin L. Schmid
asst Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came Charles M. Bonniwell, President of Country Squires Corporation, a corporation, known to me to be the President and identical person who signed the foregoing 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 that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on December 10, 1964.



Robert W. Green
Notary Public



Exhibit

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

FEB 18 PM 2 04

RECEIVED

THE STATE OF NEBRASKA
Douglas County

Entered in the official index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 422 of March

Page 571

Thomas J. O'Connor
Register of Deeds

Fidelity Title Abstract

912 Omaha Bank Bldg.

76-33+

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