

PROTECTIVE COVENANTS

LOTS 1 THROUGH 184, INCLUSIVE, CROSSKEY VILLAGE-EAST, BEING A REPLATTING OF LOTS 1, 2, 3 AND PART OF LOT 13, CROSSKEY VILLAGES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN PART OF SECTION 8, T 15 N, R 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

KNOW ALL MEN BY THESE PRESENTS, that the Undersigned, owners of Lots 1 through 184, inclusive, Crosskey Village-East, being a replatting of Lots 1, 2, 3 and part of lot 13, Crosskey Villages, a subdivision as surveyed, platted and recorded in part of Section 8, T 15 N, R 12 East of the 6th P.M., Douglas County, Nebraska ("Property"), have created, declared, adopted and established the following restrictions upon the Property for the use and benefit of themselves, their heirs, successors and assigns, for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said Property; said restrictions to be enforceable by any individual or entity at any time holding record title to any part of the Property:

1. Use Restrictions. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars. "Lot", as used herein, shall mean a lot as now platted or a parcel of the Property comprised of parts or all of two or more lots as so platted; Provided that the parcel so used shall comply with Article 4, hereof. No duplex construction shall be permitted.

2. Living Area. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,000 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

3. Set-Back. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a three-foot side yard shall be permitted for a garage or other accessory building located 35 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, Provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Minimum Lot Size. No dwelling shall be erected or placed on any parcel of the Property leaving a width of less than the smallest platted Lot at the minimum building set-back line, nor shall any dwelling be erected or placed on any parcel having an area of less than the smallest platted lot.

5. Utility Easements. A perpetual Easement is hereby granted to the Omaha Public Power District and to the Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, downguys and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power for the transmission of signals and sounds of all kinds and the reception thereof on, over, through, under, and across a five (5') foot wide strip of land abutting all front and side boundary lot lines; an eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above-described subdivision. Said sixteen (16') foot wide Easement will be reduced to an eight (8') foot wide strip when the adjacent land is surveyed, platted and recorded if said sixteen (16') foot Easement is not occupied by utility facilities, and if requested by the owner. A perpetual easement is hereby granted to Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew, pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through under a five (5') foot wide strip of land abutting all Cul-de-Sac Streets. No permanent buildings or retaining walls shall be placed in the said Easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

6. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

7. Temporary Structures, Outbuildings. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

8. Moved Structures. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

9. Sidewalk, Foundations. Public concrete sidewalks, four feet wide by four inches thick shall be installed, by the then owner, in front of each improved lot and on side street of improved corner lots. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof. All exposed foundations of residences constructed on any lot shall be painted in such color of the residence so constructed.

10. Livestock, Commercial Pet Activity. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, Provided they are not kept, bred or maintained for any commercial purpose.

11. BINDING EFFECT, TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the day these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. Enforcement. Enforcement shall be by proceedings at law, or in equity, against any person or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

13. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED this 13<sup>TH</sup> day of June, 1978.

H. Lee Gendler, trustee  
H. LEE GENDLER, TRUSTEE

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 13<sup>TH</sup> day of June, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came H. LEE GENDLER, TRUSTEE, to me personally known to be the TRUSTEE and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as Trustee.

Witness my hand and notarial seal the day and year last above written.

Deborah Hoden  
Notary Public



GENERAL NOTARY  
DEBORAH HODEN  
MY COMM. EXPIRES  
FEBRUARY 8, 1982

HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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