

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The undersigned, The Lutheran Church - Missouri Synod, Northern Nebraska District, a Nebraska religious corporation, which is the owner of certain real estate in Douglas County, Nebraska, which has been subdivided as Crown Ridge, an Addition in Douglas County, Nebraska does hereby state, declare and publish, that all of the lots or parts of lots in said addition are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1. All lots in said Crown Ridge shall be known, described and used as single family residential lots. Not more than one structure shall be built on any one of said lots, provided however that this shall not prevent the use of a greater area than one lot as a single building site.
2. No building or appurtenances shall be erected on any lot or lots in Crown Ridge except in accordance with the presently existing zoning regulations applicable to said lots under the terms of the Omaha Municipal Code.
3. One story dwellings shall have a minimum of 1200 square feet of main floor area; split level dwellings shall have a minimum of 1100 square feet of main floor area; and one and one half to two story dwellings shall have a minimum of 850 square feet of main floor area. Main floor area shall be computed from gross outside dimensions of a single floor on either a continuous or split level, exclusive of garage, open porches, breeze ways, basement, and living floor areas under or above other living floor areas.
4. Each dwelling must have a garage of at least a two car capacity and no carports shall be allowed.

4. A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric and telephone facilities.
5. No fences shall be built in the front yard beyond the front line of any dwelling.
7. Any exposed portion of foundations fronting a street shall be either brick or stone faced.
8. No trailer, basement, shack, tent, garage, barn or other out building may at any time be erected in this addition for use as a residence, temporarily or permanently.
9. Animals shall be limited to household pets.
10. Any vacant lots must be kept in such condition that their appearance is not objectionable to the neighborhood.
11. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as would interfere with the use and maintenance of any street or sidewalk or the unobstructed view at street intersections and shall be maintained to comply with reasonable requirements to insure the safety of persons using the streets in motor vehicles or as pedestrians.
12. Portland concrete public sidewalks four (4) feet wide by four (4) inches thick shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line. Such walks shall be built by the then owner of the lot at the time of completion of the main structure upon the lot.
13. These restrictions shall run with the land and be binding upon all persons for a period of 35 years from the date hereof.
14. Anyone requiring the use of water in connection with the operation of air conditioning shall provide at his expense a proper water tower and otherwise comply with the regulations of the Metropolitan Utilities District.

15. Each of the provisions hereof is several and separable and the violation of any provision shall not affect any other of the provisions hereof. These provisions shall bind and inure to the benefit of the undersigned, its successors and assigns, and to its grantees, both immediate and remote, and the heirs, devisees, personal representatives, successors, assigns and grantees of such grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots in Crown Ridge Addition. These restrictions shall apply to all lots in Crown Ridge Addition as tentatively platted and shall be filed in the office of the Register of Deeds with the plat of said lots.

16. If any purchaser, owner, lessee, or any other person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot or lots in Crown Ridge Addition, 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 for such violation. Nothing contained in this instrument shall in any measure be construed as imposing any liability or obligation for its enforcement upon the undersigned.

17. By accepting a deed to any of the lots in Crown Ridge, the grantee shall hereby bind himself, his heirs, executors, administrators, assigns and grantees to observe and perform all of said covenants as fully and to all intents and purposes as though such grantee had joined in this declaration.

THE LUTHERAN CHURCH - MISSOURI SYNOD,
NORTHEAST NEBRASKA DISTRICT, A Religious
Corporation.

By Frederick Pedersen
President
Harvey Lind
Treasurer

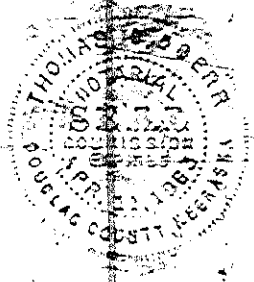
Attest
Bernhardt F. Munk
Secretary

390-152

Protective Committee: Green Ridge Addition, Omaha, Nebraska - Page Four

Subscribed and sworn to before me this 15th day of October, 1921.

James T. Ryan
NOTARY PUBLIC



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J. M. M.

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THOMAS J. RYAN
NOTARY PUBLIC
DOUGLAS COUNTY, NEBRASKA

Book of 398 of *Mace*
Page 149

Thomas J. Ryan
Notary Public

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EX 1/16