

PROTECTIVE COVENANTS

FOR

ENGLEWOOD

The Undersigned, D. J. SUDBECK, INC., owner of all lots in Englewood, a subdivision in Douglas County, Nebraska, declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until July 1, 1991.

All lots contained in Englewood Addition, a Sub-division in Douglas County, Nebraska, except Lots 13 and 14, Block 10, Englewood, same being used for recreational purposes only.

At the expiration of the above stated period, said covenants shall be automatically extended for successive periods of ten (10) years unless same are changed by vote of the majority of the owners of the lots in said sub division.

If the present or future owners of any of said lots, 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 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 any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used for single family purposes and for accessory structures incidental to residential use or for Church or school purposes, and single family dwellings shall not exceed two (2) stories in height, and shall have at least one enclosed garage; carports and similar structures are prohibited. None of said lots shall be subdivided into two or more smaller lots.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or be-

come an annoyance or nuisance to the neighborhood.

C. No trailer, boat, campers or unlicensed vehicles may be parked on said lots, and, further, no trailer, basement, tent, shack, garage, or other outbuilding may be erected on any of the said lots at any time to be used as a residence, temporary or permanent, nor shall any structure of a temporary character be permitted as a residence. No old structures already built shall be moved onto any lot or building site within this addition.

D. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to install, operate and maintain their utility facilities, over, under and upon a five foot (5') strip of land adjoining on the rear and side boundaries of said lots in said addition. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easements, but same may be used for shrubs, gardens, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

E. Portland concrete public sidewalks, four feet wide by four 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 five (5) feet back of street curb line.

F. No building, fence, wall, signboard or other structure shall be erected, altered or placed on any building plot in the subdivision until complete plans, specifications and plot plan showing the location of such building or improvement have been approved in writing by D. J. SUDBECK, INC., as to use, conformity and harmony of external design with existing structures, topography and finished ground elevation.

G. No one story dwellings shall have a ground floor area of less than 960 square feet and no one and one-half story dwelling shall have a ground floor area of less than 750 square feet, except in the case of separate entrance type of construction, wherein a

portion of the ground floor area is below grade or in the basement, in which event, a minimum of 750 square feet must be on the ground floor area and a minimum of 150 square feet in the area below grade or in the basement. All areas set forth herein are exclusive of porches and attached garages.

H. All curb cuts and street cuts shall be completed with the use of concrete saws.

I. The owner of each lot, vacant or improved, shall keep same free from weeds and debris. No animals, livestock or poultry of any kind shall be kept on any of said lots except that dogs, cats and other household pets may be kept, provided that they are not maintained or bred for commercial purposes.

J. Outside burning of trash of any kind is prohibited anywhere in the subdivision.

K. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets.

L. After commencement of construction, each dwelling shall be completed as soon as practicable and the lot upon which each is built shall be graded and seeded or sodded.

M. Plans for the construction of a fence on any of said lots must be first submitted to D. J. SUDBECK, INC., its agents, or any person designated by it or its successors and in all cases, said fence shall be for the enclosure of the rear yard only and shall be located behind the rear house line.

IN WITNESS WHEREOF, the said D. J. SUDBECK, INC., has caused its hand and seal to be affixed this 11th day of July, 1966.

D. J. SUDBECK, INC.,

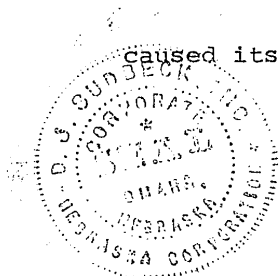
BY *Donald J. Sudbeck*

president

ATTEST:

Donna J. Sudbeck

Secretary



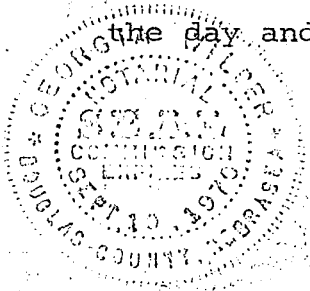
STATE OF NEBRASKA)
:SS
COUNTY OF DOUGLAS)

On this 11th day of July, 1966, before me, the undersigned, a Notary Public in and for said County, personally came DONALD J. SUDBECK, President of D. J. SUDBECK, INC., (a corporation), to me personally known to be the president and the identical person whose name is subscribed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation and that the corporate seal of said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County, the day and year last above written.

George Melroe

Notary Public



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AUG 17 PM 2 07
1966
THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA, ss.
Douglas County
Entered for record in Book and filed
(on page 16) in the Register of
Deeds of said County and recorded in
BOOK 440 p. 538
Page 535

[Signature]
Stamp - *[unclear]*
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77-337 to 415