

*Index to books of SE 1/4 Section 22-15-12*

GREENACRES ADDITION  
PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Laurance H. Myers and Virginia L. Myers, husband and wife, being the owners of Blocks One (1), Two (2), Three (3), Four (4), Five (5), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Greenacres, a subdivision of the South Sixty (60) Acres of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-Two (22) in Township Fifteen (15) North, Range Twelve (12), East of the Sixth (6th) Principal Meridian, in Douglas County, Nebraska, do hereby state, declare and publish that all Lots contained in said Blocks are and shall be owned, conveyed and held under and subject to the following covenants, conditions, restrictions and easements; namely:

1. All Lots in said Blocks shall be known, described and used as residential lots. No structures shall be erected, altered, placed or permitted to remain on any of said Lots other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage, and such other outbuildings as may be approved in writing by the undersigned; nor shall any parcel of ground less than a whole lot as surveyed, platted and recorded be at any time sold, conveyed, willed or otherwise transferred. This provision, however, shall not prevent the use of two or more whole lots as a single building site.

2. No noxious or offensive activity shall be conducted or permitted, nor shall anything be done or suffered, on any Lot which may be or become an annoyance or nuisance.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all dwellings shall contain the following

minimum square foot area (exclusive of garages and porches):

(a) On all Lots adjoining 84th Street or 90th Street - 1500 square feet for one-story dwellings; and 1000 square feet for dwellings of more than one story;

(b) On all other Lots - 1200 square feet for one-story dwellings; and 800 square feet for dwellings of more than one story.

5. All garages shall be large enough to house two or more automobiles of standard size. No garage shall be built in the basement of any dwelling; provided, that the floor of any attached garage may be not more than four and one-half ( $4\frac{1}{2}$ ) feet lower than the main floor of the dwelling.

6. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

(a) Front Yard - On all lots adjoining 84th Street or 90th Street, sixty (60) feet. On all other lots, forty (40) feet.

(b) Side Yard - On all lots adjoining Pacific Street, twenty-five (25) feet. On all other lots, fifteen (15) feet.

(c) Corner Lots - If the dwelling shall face to the north or south, the required front yard setback shall be observed on both streets.

7. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

8. An easement is hereby reserved for the construction, maintenance, operation and repair of underground sewer lines across the following portions of lots:

(a) The north ten (10) feet of Lots Four (4) and Five (5) in Block Two (2);

(b) The north ten (10) feet of Lots One (1), Two (2), Five (5) and Six (6) in Block Eleven (11); and

(c) The north ten (10) feet of Lots One (1), Three (3), Six (6) and Eight (8) in Block Twelve (12).

9. An easement is hereby reserved for the construction, maintenance, operation and repair of underground sewer, water and gas lines across the south ten (10) feet of each lot adjoining Pacific Street.

10. The undersigned hereby reserve the right to grant a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, jointly, their successors, lessees and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for lights, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of each of said Lots for the use and benefit of the owners and occupants of said Blocks.

11. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law.

12. In addition to the covenants herein contained each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of

Omaha and of all other ordinances, laws and regulations applicable thereto. If the parties hereto or any of their assigns, heirs or successors in interest in any of said Lots shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, 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. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

13. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

14. Each and every provision hereof shall bind and inure to the benefit of the undersigned, the survivor of them, their assigns and the heirs, devisees, representatives and assigns of the survivor and shall run with the land for the benefit of and imposed upon subsequent owners of each of the Lots above described.

IN WITNESS WHEREOF we have hereunto affixed our signatures at Omaha, Nebraska, this 27<sup>th</sup> day of June, 1950.

Laurance H. Myers  
Virginia L. Myers

STATE OF NEBRASKA, }  
COUNTY OF DOUGLAS, } SS.

On this 27<sup>th</sup> day of June, A. D. 1950, before the undersigned, Notary Public duly commissioned and qualified for and residing in said county, personally came Laurance H. Myers and Virginia L. Myers, husband and wife, who are personally known to me to be the identical persons whose signatures are affixed to the foregoing instrument, and they each acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my signature and Notary Seal the date last above written.

My commission expires: Nov 12, 1954 Leraed M. Vank Notary Public

