

PROTECTIVE COVENANTS

The undersigned, GENERAL CONTRACTORS, INC., a Corporation, of Papillion, Nebraska, being the owner of Lots Thirty-Two (32) to Eighty-four (84) inclusive, of Green Acres Addition, in the City of Papillion, Sarpy County, Nebraska, as surveyed, platted and recorded, does hereby promulgate and publish the following restrictive covenants for the purposes of governing the use and occupancy of all of said lots, to-wit:

1. All lots shall be used for single family dwellings only.
2. 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 two cars.
3. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 900 square feet in the case of a one-story structure, nor less than 750 square feet in the case of a one and one-half story structure, all exclusive of porches and garages. In the case of a two-story structure, the combined total area must not be less than 1400 square feet on the first and second floors, all exclusive of porches and garages.
4. 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 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 the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a 5 foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all

FILED FOR RECORD IN SARPY COUNTY, NEBR. Feb 27 1963 AT 2 O'CLOCK P.M.  
 AND RECORDED IN BOOK 21 OF PAGE 302 Office Deeds REGISTER OF DEEDS  
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present and future owners of lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. An easement for drainage facilities is also reserved as shown on the recorded plat hereof.

5. 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.

6. 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.

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

8. Public concrete sidewalks, four feet wide by four inches thick shall be installed by the owner and shall be situated with the side closest to the street six (6) feet from the street curb, in front of each improved lot and on side street of improved corner lots.

9. 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 that they are not kept, bred or maintained for any commercial purposes.

10. No commercial signs of any kind shall be erected on any lot, except temporary signs of builders or material companies, or signs incidental to the sale or proposed sale of said property.

11. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles or

parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

12. Every building constructed on these premises must be completed on the exterior within nine (9) months from the date of commencement of excavation of the basement, or in the event that there is no basement, within nine (9) months from commencement of construction of the structure.

13. No lots to be purchased or held for speculation purposes. The owner of each lot shall within 1-1/2 years of the purchase of same erect a dwelling thereon, conforming to the dimensions hereinbefore set forth.

14. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15. 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.

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

IN WITNESS WHEREOF the said GENERAL CONTRACTORS, INC, has caused this instrument to be executed by its President and its corporate seal to be affixed hereto.

Signed this 23<sup>rd</sup> day of February, 1963.

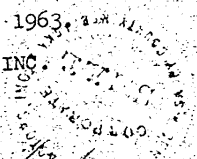
GENERAL CONTRACTORS, INC.  
A Corporation

In the Presence of:

Colin A. Smith  
Colin A. Smith

By Charles G. Smith  
Charles G. Smith, President

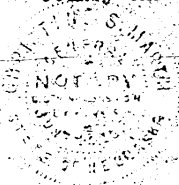
Attest Kenneth Stahl  
Kenneth Stahl, Secretary



STATE OF NEBRASKA }  
COUNTY OF SARPY } ss.

On this 22<sup>nd</sup> day of February, 1963, before me, the undersigned, a Notary Public in and for said County, personally came Charles G. Smith, President of the GENERAL CONTRACTORS, INC., a Corporation, to me personally known to be the President and the identical person whose name is affixed to the above conveyance, 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 the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Papillion in said County the day and year last above written.



Robert J. Smith  
Notary Public

My commission expires the 14<sup>th</sup> day of June, 1964.