

## PROTECTIVE COVENANTS

These covenants are to run with the land and shall be binding on all Parties and all persons claiming under them until June 1, 1975, at which time said Covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the Lots it is agreed to change said Covenants in whole or in part.

If the Parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision 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 or other dues for such violation.

Invalidation of any 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.

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. In Block One (1) Hargleroad's 2nd Addition, Douglas County, Nebraska, the front yard setback shall be forty (40) feet with the rear and side yard requirements the same as set forth in the Zoning Ordinances of the City of Omaha. All other blocks in Hargleroad's 2nd Addition, the front, rear and sideyard requirements shall be the same as set forth in the Zoning Ordinance of the City of Omaha.
3. Garages or other outbuildings, if erected on said premises during said period and if detached from the dwellings built thereon, must be built of the same material and must correspond in architecture with the dwelling, and must be located in accordance with provisions of Zone Ordinances of the City of Omaha, Nebraska, now in effect.
4. Public concrete sidewalks shall be provided in front of each lot as improved and shall be four (4) feet wide, four (4) inches thick, and located one (1) foot outside the lot line.
5. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. The ground area of the main structure, exclusive of one story open porches and garages, shall be not less than 800 square feet.
8. An easement is reserved over the rear five (5) feet of each Lot, and over two (2) feet adjoining each side Lot line, for utility installations and maintenance.

APPROVED and signed this 31<sup>st</sup> day of May, A. D., 1955, as to the property with the following descriptions:

Lot Four (4), Block Two (2)  
Hargleroad's 2nd Addition  
in Douglas County, Nebraska

Lot Seven (7), Block Three (3)  
Hargleroad's 2nd Addition  
in Douglas County, Nebraska

Allen H. Hoyt

George J. Hargleroad

W. B. Hargleroad III

Louisa S. Hargleroad

