

PROTECTIVE COVENANTS AND EASEMENTS

Helga K. Withem, Developer

To

Whom It May Concern

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The undersigned, who is the owner of all of the lots in Heritage Hill, an addition to the City of Omaha as surveyed, platted and recorded, Douglas County, Nebraska, does hereby state, declare and publish that all of the said lots are and shall be owned, conveyed and held under and be subject to the following covenants, restrictions and easements, to-wit:

1. Lots one (1) through nineteen (19), Heritage Hill known, described and used as single-family, residential lots and no lot will be occupied or used for such residential purposes at a density greater than one single-family residence for each lot.
2. The structure comprising a single-family residence will consist of a detached dwelling designed to accommodate a single person or one family group together with household servant or servants of not more than two and one-half stories in height with an enclosed private garage having two or more bays; said garage must be attached to house structure.
3. All exterior street elevation foundations shall be covered with brick veneer facing, and all housing exteriors shall be limited to those commonly known as "earth tones". All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining lots.
4. All owners shall have the affirmative duty to maintain in a good and orderly fashion any grass and landscape planting on their property.
5. An easement across and along the rear and side boundaries of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric and telephone facilities, as set out on the plat of Heritage Hill.
6. Portland cement public sidewalks, which shall be a minimum of four feet wide by four inches thick, shall be constructed in front of each built-upon lot a minimum distance of four feet from the edge of street pavement and shall otherwise conform to the requirements of the Public Works Department of the City of Omaha, Nebraska. When a lot borders on two streets, a sidewalk shall

be constructed along each street for such lots. Such sidewalks shall be constructed by the then owner at the time of the completion of the main structure upon each of said lots.

7. Before any building or structure is commenced upon any lot, the plans and specifications must be submitted for written approval by Helga K. Withem, the Developer, who will either approve or disapprove said plans and specifications within 15 days after submission. If plans and specifications are disapproved, the reasons therefor will be furnished to owner or builder.
8. After commencement thereof all approved or permitted construction on any lot will be as diligently as practicable prosecuted to completion as soon as practicable and no approved or permitted construction will be maintained in uncompleted or unfinished condition for more than twelve months.
9. No barn, shack, tent, trailer or other movable or temporary structure will be maintained on any lot other than for temporary use or uses appropriate, convenient or necessary for residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction. No above ground swimming pools or storage sheds or buildings shall be installed or constructed on any lot in this subdivision.
10. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation or detract from a neat and trim appearance.
11. No garden implements, lawn mower or other maintenance equipment not in actual use will be kept or otherwise maintained on any lot, other than in a location out of public view.
12. No advertising sign or other poster other than a sign of an area not more than four square feet advertising such lot for sale or a sign or signs belonging to Declarant as owner of such lot will be maintained on any lot.
- 12 a. Dog-runs, if any, must be erected and maintained a minimum of twenty-five (25) feet from any lot line.

13. No excess or unused building material or materials will be kept, stored or otherwise maintained on any lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material or other refuse will be abandoned, stored or otherwise maintained on any lot.
14. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motor cycle, truck or other vehicle will be repaired, torn down or stored on any lot other than in an enclosed structure.
15. No birds, livestock, poultry or animals other than domesticated non-commercial pets in no more than reasonable quantity will be bred, kept or otherwise maintained on any lot.
16. No noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles, or incinerators shall be erected, placed or permitted on any building plot.
17. No fence shall be erected in front of the main residential structure and all weeds and grass shall be cut down to a maximum height of six (6) inches above ground level. All lots shall be kept free of all types of trash and debris.
18. At time of initial occupancy of the main dwelling, the then owner shall plant and there shall thereafter be maintained in a growing state by the then owners, at least one deciduous tree with a minimum trunk diameter of three inches; said tree to be located in the front yard at least ten feet from the front lot line.
19. The minimum square foot finished living space shall apply to the following category or type of house:
- (a) 1700 square feet for a split entry, ranch or step-up (bi-level)
 - (b) 1900 square feet for a tri-level or multi-level
 - (c) two story houses shall be finished on both levels and shall have at least 2000 square feet of finished living space with at least 1000 square feet finished on the main floor. The above and foregoing footages shall be computed exclusive of garages, porches, breezeways, and finished basements.

20. These restrictions shall run with the land and be binding upon all persons for a period of twenty-five (25) years from the date hereof. At the expiration of such period they shall be automatically extended for successive periods of ten years unless they are changed in whole or in part by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law, except that the initial period of twenty-five (25) years plus all extension shall not exceed ninety-nine (99) years.

21. Each of the provisions hereof is several and separable and invalidation of any such provisions shall not affect any other or the provisions hereof.

22. If there shall be a violation of threatened or attempted violation of any Covenant, it shall be lawful for any person or persons owning real properties situated within HERITAGE HILL to prosecute under proceedings at law or in equity against all persons violating or attempting to violate these Covenants to secure an injunction against or recover damages from such person or persons violating these Covenants. Nothing herein, however, shall require the Declarant to undertake to enforce these Covenants.

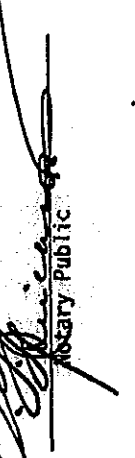
23. The provisions hereof shall bind and inure to the benefit of the undersigned, her heirs and assigns and to her grantees, both immediate and remote, and her heirs, devisees, personal representatives, successors, assigns and grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots in HERITAGE HILL Addition.

IN WITNESS WHEREOF, the undersigned has executed these Protective Covenants and Easements this 21st day of May, 1980.


Helga K. Withem, Developer

STATE OF NEBRASKA)
) ss
County of Douglas)

On this 21st day of May, 1980, before me, the undersigned, a Notary Public, in and for said County, personally came Helga K. Withem, a single person, personally known to be the identical person whose name is affixed to the above Protective Covenants and Easements, and acknowledged the execution thereof to be her voluntary act and deed as such developer.


Notary Public



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1980 MAY 29 AM. 8:57
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

2. Miller