

35-564

PROTECTIVE COVENANTS

The undersigned ELSHIRE INVESTMENT CO, being the owners of Lots 1 to 18 inclusive in Highland Park, a subdivision in Sarpy County, Nebraska, do hereby state, publish and declare that said lots shall be conveyed, owned and held under and subject to the covenants and restriction hereinafter set forth.

(1) All of the lots hereinabove described shall be used exclusively for residential purposes and no buildings shall be erected; altered, placed, used 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 three cars.

(2) The main floor, exclusive of garage and open porches, shall have a minimum area as follows:

1. One story or split-level, with garage attached, 1050 square feet.
2. One story, garage detached or in basement 1100 square feet.
3. One and one-half or two stories with garage attached or in basement, main floor area 750 square feet, with minimum total finished area of 1250 square feet.

(3) No building shall be erected without a one car enclosed garage.

(4) No offensive trade or activity shall be carried on upon any lot, including the raising of poultry or livestock.

(5) No trailer, basement, tent, shack, barn or other outbuilding shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(6) Sidewalks shall be constructed by each owner in front of each lot, prior to the occupancy of the residence constructed upon said lot. Said sidewalks shall be constructed of cement, four feet in width and four inches in thickness and shall be located five feet back of the street curb line.

(7) No posters or outdoor signs of any kind may be erected or placed on any part of above described premises, except only that residential "For Sale" signs not exceeding four feet square in area shall be permitted. This restriction shall not apply to the undersigned, or its initial grantee, development and sale of said subdivision.

(8) A perpetual license and easement is reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, its successors and assigns, over and under the rear five feet of each lot for utility installation and maintenance, together with five feet of the side yard of each lot adjacent to the property line for said purpose. Provided, however, if the said side yard is not used for said purpose within a three year period following construction of a home on said lot, said easement shall lapse.

(9) No building or structure to be used as a residence shall be moved in or placed on any of the lots described herein.

FILED FOR RECORD IN SARPY COUNTY NEBR.

Aug 20 1965 T.AT 4 O'CLOCK P.M.

AND RECORDED IN BOOK 35 OF PAGE

564

REGISTER OF DEEDS

(10) These covenants are to run with the land and shall be binding on all persons claiming under us until August 1, 1985 at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of said 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 of said real property to prosecute any proceedings at law or in equity against the persons so violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages for such violation, but this instrument shall in no wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

In validation of any one of these covenants by judgement or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1st day of August 1965.

Attest:

W. L. Strong, Secretary

ELSHIRE INVESTMENT CO.

By T. H. Landt

T. H. Landt, President

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 1st day of August 1965, before me, the undersigned a Notary Public in and for said County, personally appeared T. H. Landt, President, for ELSHIRE INVESTMENT CO. to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public