

28-28

Mary H. Crnkovich, Single, : PROTECTIVE COVENANTS AND
to : RESTRICTIONS
Whom It May Concern. :

The undersigned, being the owner of all lots in Hilltop Acres, a Replat of ^{Part A} Lot Five (5), Fahs Subdivision, an addition in Sarpy County, Nebraska, is desirous of placing proper restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Hilltop Acres Addition for a period of twenty-five years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions, and easements:

1. All lots shall be used for single family dwellings only.
2. If a detached garage is built on any single family dwelling lot, the garage shall be placed not nearer than 5 feet from the rear of side lot line, exclusive of eaves except on corner lots, in which case the garage shall be placed not nearer than 15 feet to side lot line adjacent to the street.
3. No dwelling shall be constructed on any parcel of ground of less area than the smallest lot as now platted in the same block.
4. No dwelling shall be constructed nearer than 35 feet from the front lot line, including steps and open porches and eaves, and no dwelling shall be constructed nearer than 15 feet from the side lot line, excepting on corner lots the side yard shall extend at least 15 feet from the side lot line.
5. No dwelling shall contain more than two stories and shall be permitted only when the dwelling contains the following minimum square footage:
 - (a) If a one-story building, not less than 1000 square feet, exclusive of garage, open porches and basement.
 - (b) If a two-story dwelling, not less than 1350 square feet, exclusive of garage, open porches and basement.
6. A perpetual easement of 5 feet on each lot is hereby granted to municipal corporations and public utility corporations over, under and on the rear 5 feet of each lot for the installation, maintenance, and repair of electric and telephone lines.
7. 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.

Filed in Municipal Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska
11 day April 1966 at 2:30 P.M., Esther Ruff, County Clerk. 2 23

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8. 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.

9. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

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

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

12. 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.

13. A public concrete sidewalk of not less than 3 feet in width and 4 inches thick shall be installed for each improved lot by the lot owner on the side or sides of the lot adjacent to the street, and the edge of the sidewalk which is further from the street shall be adjacent to the lot line.

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.

Mary E. Chmovich

MARY E. CHMOVICH

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STATE OF MISSISSIPPI
)SS.
COUNTY OF DOUGLAS)

MARY E. CHESOVICH, upon first being duly sworn, deposes and states that she is the owner of all lots in Hill-top Acres, a Replat of Lot Five (5), Faha Subdivision, an addition in Scotty County, Nebraska; that she has read the foregoing Protective Covenants and Restrictions, knows the contents thereof, and acknowledges the execution of the same to be her voluntary act and deed.

Mary E. Chesovich
MARY E. CHESOVICH

WITNESSED and sworn to before me this 3rd day
of April, 1954.



William M. McClure
WILLIAM M. MCCLURE

RECORDED
INDEXED
MAY 10 1954
DOUGLAS COUNTY, MISSISSIPPI