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## PROTECTIVE COVENANTS AND EASEMENTS

Rudolph H. Cook and Myrtle	)	DATED	February 7, 1963
I. Cook, husband and wife	)		
	)	FILED	
to	)		
	)	BOOK	
Whom It May Concern	)		

The undersigned, Rudolph H. Cook and Myrtle I. Cook, husband and wife, being the owners of Lots 56 through 68, both inclusive, in HILLTOP MANOR FIRST ADDITION, a Subdivision of part of the East half of the North-west Quarter of Section 31, Township 16, North, Range 13 East of the 6th P.M., in Douglas County, Nebraska, do hereby state, declare and publish that all of said Lots are and shall be owned, conveyed and held under and subject to the following covenants, conditions, restrictions and easements, namely:

1. All of said Lots shall be known, described, conveyed, and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any parcel other than one single-family dwelling not to exceed two and one-half stories in height together with a private garage or carport contained therein or attached thereto or connected therewith by a breezeway, and such outbuildings or accessory buildings as may be approved in writing by either of the undersigned. No structure other than a permanent dwelling shall be used as a residence.

2. No shack, tent or other temporary structure shall at any time be erected, placed or permitted to remain in any Lot at any time, even during the time of construction of the dwelling. No building already constructed shall be moved to any Lot.

3. No truck or trailer shall at any time be parked on any Lot or on any driveway leading thereto, except during the course of construction, alteration or repair of a structure on the Lot or during the performance of a service by the operator or occupant of such truck or trailer at such Lot.

4. No noxious or offensive activity shall be conducted or permitted on any Lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

5. The main floor of all dwellings shall contain the following minimum square foot area (exclusive of garages, carports, breezeways and porches):

- (a) 1200<sup>1/2</sup> square feet for one-story dwellings
- (b) 850 square feet for dwellings of more than one story

6. Each dwelling shall be constructed with a private garage or carport contained therein or attached thereto or connected therewith by a breezeway. For each garage or carport there shall be installed a concrete driveway at least ten feet wide and at least four inches thick extending from the garage or carport to the main traveled portion of the adjoining street.

7. The exterior of each dwelling shall be completed within one year from the start of construction, and the yard for such dwelling shall be brought to the proper grade and seeded or sodded within such year.

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8. No fence more than four feet high shall be erected on any Lot, and all fences shall be of open construction.

9. No garden or field crops shall be grown upon that portion of any Lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

10. No horses, cattle, goats, sheep or other domestic animals (except dogs and cats) poultry or fowls of any kind shall be kept or maintained on any Lot.

11. All excess dirt resulting from excavation, construction or otherwise shall be hauled at the expense of the owners of the respective Lots to points within this Subdivision designated by either of the undersigned for fill purposes. No such excess dirt shall be removed from said Subdivision without the prior written consent of either of the undersigned.

12. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water, gas and other utility lines across the five feet adjoining the rear and side lines of each Lot as platted or each building plot if such parcel be other than a platted Lot.

13. A perpetual license is reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all other public utilities now or hereafter operating within said Subdivision, their successors, lessees and assigns, jointly, to erect, operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys, anchors and other instrumentalities, and to extend thereon wires and cables for the carrying and transmission of electric current for lights, power and heat and for all telephone, telegraph and message purposes, along, over, under and upon the five feet adjoining the rear boundary lines of each of said Lots; and the undersigned reserve the right to grant similar licenses for like purposes, along, over, under and upon the five feet adjoining the side lines of each Lot as platted or each building plot if such parcel be other than a platted Lot.

14. In addition to the covenants herein contained each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto, except as herein otherwise provided.

15. The covenants, conditions and restrictions herein set forth may be amended, in whole or in part, at any time by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law; and such covenants, conditions and restrictions as thus set forth or amended shall run with the land and shall be binding upon all persons for a period of twenty years from the date hereof, at the expiration of which time they shall be automatically extended for successive periods of ten years.

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16. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, 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. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

17. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

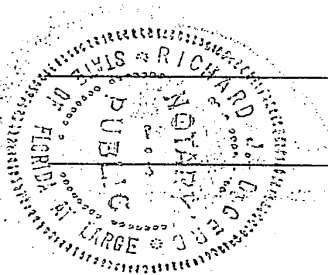
18. Each and every provision hereof shall bind and insure to the benefit of the undersigned, their successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the Lots above described.

Rudolph H. Cook  
Rudolph H. Cook  
STATE OF FLORIDA )  
 ) SS  
COUNTY OF VOLUSIA )

Myrtle I. Cook  
Myrtle I. Cook

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Rudolph H. Cook and Myrtle I. Cook, husband and wife, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of FEBRUARY, A.D. 1963, at Daytona Beach in the County and State aforesaid.



Richard J. Cook  
Notary Public, State of Florida  
at large  
My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires June 14, 1965

The undersigned Allen H. Hoyt and Illys M. Hoyt, husband and wife, being the owners of Lot 55, Hilltop Manor 1st Addition, Douglas County, Nebraska, do hereby declare and publish that the said Lot 55, Hilltop Manor 1st Addition shall be subject to the above described protective covenants and easements, to the same effect as if our names appeared in the body of said instrument.

Illys M. Hoyt  
Illys M. Hoyt  
STATE OF NEBRASKA )  
 ) SS:  
COUNTY OF DOUGLAS )

Allen H. Hoyt  
Allen H. Hoyt

On this 20th day of February, 1963, before me, the undersigned, a notary public duly commissioned and qualified for said county, personally came Allen H. Hoyt and Illys M. Hoyt, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument and

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...acknowledged the execution thereof to be their voluntary act and deed.

NOTARY PUBLIC  
ANNE S. SCHWARTZ  
My commission expires April 15, 1965

Anne S. Schwartz  
Notary Public  
VITEN H. HOAR

My commission expires April 15, 1965

...in the year of said instrument, ... to the same effect as if ...

My commission expires June 14, 1965

Notary Public, State of Illinois

...in witness whereof, I have hereunto set my hand and affixed my official seal...

...before me and that they executed the same for the purposes and consideration therein expressed...

WITNESSE MY HAND AND SEAL OF OFFICE  
THIS 15th DAY OF APRIL 1965

WITNESSE MY HAND

...and that they executed the same for the purposes and consideration therein expressed...

...and that they executed the same for the purposes and consideration therein expressed...

...and that they executed the same for the purposes and consideration therein expressed...

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REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1965 FEB 21 AM 10 59

RECEIVED