

47-301

PROTECTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners or all or any part of the following described real estate; for a period of twenty-five years from the day these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Lots One (1) through Eighty-One (81) both inclusive, in MacLad Heights Addition, an Addition, as surveyed, platted and recorded in Sarpy County, Nebraska.

If the present or future owners of any of said lots or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate 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 judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed 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.

B. No dwelling shall be permitted on any lot described herein having a ground floor square foot area of less than 1100 square feet of living area for a 1 story house, or 950 square feet of living area on the first floor of a 1-1/2 story or taller house. For split level and split entry plans, the foundation walls must enclose a minimum ground area of 1000 square feet of living area. The computation of living area shall be exclusive of porches, breezeways and garages, and in relation to bi-level, tri-level, split-level or split entry homes, there shall be excluded from the computation of minimum square feet any finished living area that has rooms above. All residences shall be constructed with a built-in, attached or basement garage for a minimum of two (2) cars. The front elevation of all concrete or cement block foundations, if exposed, shall be 100% faced with brick or stone.

C. In any event, no building shall be located on any lot nearer than 30 feet to front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

FILED FOR RECORD 6-4-74 AT 8:00 A.M. IN BOOK 47 OF Misc Recd.  
PAGE 301 Carl L. Hildebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 29-25

Rec # 037020

47-3014

D. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet.

E. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot.

F. 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.

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

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

I. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots.

J. 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 purpose.

Dated this 16 day of April, 1974.

In witness whereof we do hereunto set our hands this 16 day of April, 1974, A.D.

GALAXY CONSTRUCTION, INC.

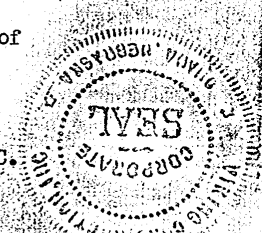
VIKING CONSTRUCTION, INC.

Floyd J. Howerton  
PRESIDENT

Eric Dahlbeck, Jr.  
PRESIDENT

David J. Reks Attest  
SECRETARY

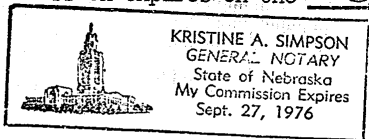
Neil A. Kahl Attest  
SECRETARY



On this 16<sup>th</sup> day of April, 1974, A.D., before me a notary public duly commissioned and qualified in and for said County, personally came ERIC DAHLBECK, JR., President of VIKING CONSTRUCTION, INC., a Nebraska Corporation, who is personally known to me to be the identical person whose name is affixed to the dedication of this plat and he did acknowledge the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal at Omaha, Nebraska, said county the date last aforesaid. Kristine A. Simpson

My commission expires on the 27<sup>th</sup> day of September, 1976.



On this 16 day of April, 1974, A.D., before me a notary public duly commissioned and qualified in and for said County, personally came FLOYD HOWERTON, President of GALAXY CONSTRUCTION, INC., a Nebraska corporation, who is personally known to me to be the identical person whose name is affixed to the dedication of this plat and he did acknowledge the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal at Papillion, Nebr, said county the date last aforesaid. Valerie A. Cahoy

My commission expires on the 24th day of January, 1977.

