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GEORGE J. SOBULEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

PROTECTIVE COVENANTS

The undersigned, Holy Name Housing Corporation, a 501(c)(3) nonprofit organization, being the owner of the following-described real estate, hereby declares that the following-described restrictions and covenants (the "Protective Covenants") are to run with the land and shall be binding on all present and future owners of all or any part of the following-described real estate (the "Real Estate"):

Lots 13 through 19, block 3, Monmouth Park addition; the west 48 feet of Lot 6, together with Lots 7 through 24, together with the vacated alley adjacent to Lots 1 through 10 and Lots 15 through 24, all in Block 6, Monmouth Park Addition; the north 68 feet of Lots 1 through 3; the north 50 feet of Lots 22 through 24, together with the north 1/2 of the vacated alley adjacent to Lot 22, and all of Lots 4 through 12, together with the north 1/2 of the vacated alley adjacent to Lots 4 through 12, all in Block 7, Monmouth Park Addition; and the vacated Meredith Avenue lying between 34th Avenue on the east and 36th Street on the west; and vacated Fowler Avenue lying between the east line of the west 48 feet of Lot 6, Block 6, extended north and 36th Street on the west.

The Real Estate shall be divided into "Lots," and these Protective Covenants shall run with each Lot. By accepting a deed to all or any part of a Lot, a grantee shall thereby bind himself, his heirs, executor, administrators, assigns and grantees to observe and perform all Protective Covenants as fully as though grantee had joined in this declaration.

If the present or future owners, users or occupants of any Lot shall violate or attempt to violate any of these Protective Covenants, it shall be lawful for the undersigned,

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the below described Association or for any other person or persons owning a Lot to prosecute proceedings at law or equity against the person violating or attempting to violate any such Protective Covenants and either prevent such person from so doing or to recover damages for such violation.

Invalidation of any of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the right to modify, alter or waive these Protective Covenants by means of a recorded written instrument as to any parcel or parcels in cases where the undersigned deems it necessary or advisable because of unusual circumstances or to prevent hardship. No waiver of these Protective Covenants by the undersigned shall be deemed to be, nor shall the same constitute, a subsequent waiver of such Protective Covenant.

The following shall constitute the Protective Covenants:

1. Unless otherwise determined by the undersigned or its successor or assignee, the Lots shall be used only for owner-occupied, single-family residences and shall be attractively maintained.

2. No noxious or offensive activities, including the storage of property or things, shall be conducted on any Lot which may be or become an annoyance or nuisance to the owner or occupant of any other Lot on the Real Estate by reason of unsightliness or excessive emission of fumes, odors, smoke or

noise which will or might disturb the peace, quiet, comfort or serenity of such owners or occupants.

3. The owner of a Lot shall at all times keep such premises, improvements and appurtenances in a safe, clean and wholesome condition and comply in all respects with the law, including, without limitation, all government, health, fire and police requirements and regulations, and in the event any owner fails to comply with any or all of such specifications and requirements, then the undersigned, its successors or assigns or the Association is hereby given the right, privilege and license to enter without being classified as a trespasser upon such Real Estate and make any and all corrections or improvements that may be necessary to meet such standards, all at the sole costs and expense of such owner.

4. The assembly, disassembly or general service work on any car, boat, truck, equipment or machinery shall be prohibited, except in an enclosed garage, and the storage or parking of cars, boats, trucks, equipment or machinery shall likewise be prohibited for any period longer than 30 days.

5. No objectionable, unlawful or offensive trade or activity shall be carried on upon any portion of the Real Estate, nor shall anything be done thereon which may be or become a nuisance or annoyance to the other Lot owners.

6. All trash and garbage shall be contained and enclosed in metal or plastic containers.

7. The undersigned, its successors or assigns or the Association is hereby given the right, privilege and license to enter without being classified as a trespasser any vacant or unattended portion of a Lot for the purpose of improving its general appearance, including but not limited to mowing-weeds, hauling away trash and other similar activities should such become necessary to make any and all corrections or improvements that may be necessary to meet the standards under this provision or any other Protective Covenant, all at the sole cost and expense of the owner of the affected Lot or Lots.

8. Monmouth Park Homeowners Association or other similar organization (the "Association") is hereby authorized to be created at any future date which shall be composed of owners of the Real Estate. The owner or owners of each Lot shall be entitled to one voting membership per Lot in said Association. The purpose of the Association shall be for the upkeep, promotion and maintenance of the Real Estate.

9. These Protective Covenants may be amended or rescinded by written instrument signed by the then owners of 75% of the Lots comprising the Real Estate. These Protective Covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the undersigned, its successors or assigns, the Association or any owner of the Real Estate subject to these Protective Covenants and their respective legal representatives, heirs, successors and

assigns from the date the Protective Covenants are recorded through Feb 1, 2010, after which time, the Protective Covenants shall be automatically extended for a successive period of 10 years unless an instrument terminating these Protective Covenants signed by the then owners of 75% of the Lots composing the Real Estate has been recorded prior to the commencement of such 10-year period.

Upon sale or otherwise disposition of all of the Lots constituting the Real Estate and the formation of the Association, the Association shall have all future legal responsibility for these Protective Covenants in place of the undersigned.

EXECUTED this 1 day of Feb, 1990.

Attest:

Lisa Burks

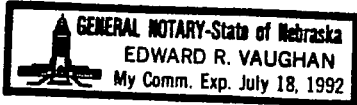
HOLY NAME HOUSING CORPORATION

By A. Marilyn Kass  
Executive Director

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came Sister Marilyn Ross, Executive Director of Holy Name Housing Corporation, a Nebraska not-for-profit corporation, to me personally known to be the Executive Director and the identical person whose name is affixed to the above Protective Covenants, and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.



*Edward R. Vaughan*

Notary Public

My commission expires: 7-18-92

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

Filed for record and entered in Numerical Index on  
, 19 at o'clock .M., and recorded in  
Deed Record Page .

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County or Deputy County Clerk,  
Register or Deputy Register of  
Deeds