

46-145

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The undersigned, being the owners of Lots 1 through 8 inclusive, and Lots 10 through 34 inclusive, and Lots 36 through 75 inclusive, in Pawnee Hills, a Subdivision in Sarpy County, Nebraska, do hereby state, declare and publish that all of said lots are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1. No lots will be used except for residential purposes.
2. No buildings or appurtenances shall be erected on any lot or lots except in accordance with the presently existing zoning regulations applicable to said lots.
3. In the case of a single family dwelling, no dwelling shall be permitted on any lot described herein, having a main floor square foot area of less than 1,100 square feet. Main floor area shall be computed from gross outside dimensions of a single floor exclusive of a garage, open porches, breeze ways, basements, and living floor areas under or above the other living floor areas.
4. In any event, no building shall be located on any lot nearer than 25 feet to front lot line, or nearer than 25 feet to any side street line.  
No building shall be located nearer than 6 feet to an interior lot line, except that a five-foot side yard shall be permitted for garage or other accessory building, located 25 feet or more from the minimum building set-back 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 a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. Each single family dwelling must have an attached or basement garage.
6. Dwellings constructed or existing in another area or location shall not be moved to any lot within this addition.
7. A ten foot easement across and along the rear boundary line of each of said lots is hereby reserved for the construction, maintenance,

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operation, and repair of sewer, gas, water, electric and telephone facilities.

8. No trailer, basement, shack, tent, garage, barn or other out-buildings may at any time be erected or installed in this addition for use as a residence, temporarily or permanently.

9. No boat, camper, trailer, or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down, or stored on any lot, other than in an enclosed structure.

10. 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 that they are not kept, bred or maintained for any commercial purpose.

11. No trees, shrubs, hedges, or other plants shall be maintained or permitted in such proximity to any lot line as would interfere with the use and maintenance of any street or sidewalk or the unobstructed view at street intersections and shall be maintained to comply with reasonable requirements to insure the safety of persons using the streets in motor vehicles or as pedestrians.

12. Portland cement concrete sidewalks four (4) feet wide by four (4) inches thick shall be constructed in front of each built-upon lot and along the side street of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line. Such walks shall be built by the then owner of the lot and at the time of the completion of the main structure upon the lot.

13. These covenants are to run with the land and shall be binding upon all parties and upon all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part.

14. Each of the provisions hereof is several and separable and invalidation of any provision shall not effect any other of the provisions hereof. These provisions shall bind and inure to the benefit of the undersigned, their successors and assigns, and to their grantees, both immediate and remote, and the heirs, devisees, personal representatives, successors, assigns and grantees of such grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the aforesaid lots in the Pawnee Hills

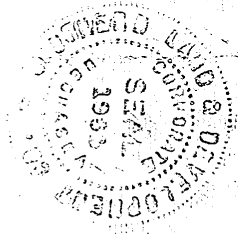
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Subdivision.

15. The undersigned owners reserve the right to amend these covenants at any time as to any lots, the title to which is then in such owner.

16. If any purchaser, owner, lessee, or other person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons owning any lot or lots in Pawnee Hills Subdivision, 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 for such violation. Nothing contained in this instrument shall in any measure be construed as imposing any liability or obligation for its enforcement upon the undersigned.

17. By accepting a deed to any of the lots in Pawnee Hills Subdivision, the grantee shall hereby bind himself, his heirs, executors, administrators, assigns and grantees to observe and perform all of said covenants as fully and to all intents and purposes as though such grantee had joined in this declaration.



SOUTHERN LAND & DEVELOPMENT COMPANY,  
a corporation

By Milton B. Faulk  
President

ATTEST:

Betty J. Faulk  
Secretary

Milton B. Faulk  
Milton B. Faulk

Betty J. Faulk  
Betty J. Faulk

R. D. Stuart  
R. D. Stuart

Barbara A. Stuart  
Barbara A. Stuart

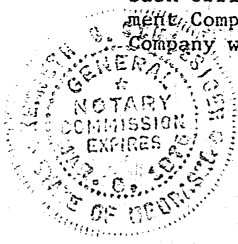
Kenneth G. Schlesinger  
Kenneth G. Schlesinger

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STATE OF NEBRASKA )  
                                      ) ss.  
COUNTY OF Douglas

On this 16th day of March, 1973, before me, the undersigned, a Notary Public, personally came Milton B. Faulk and Betty J. Faulk, President and Secretary respectively of Southern Land & Development Company, a corporation, to me personally known to be the President and Secretary and the identical persons whose names are affixed to the above Protective Covenants, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of the said Southern Land & Development Company, and that the corporate seal of the said Southern Land & Development Company was thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.

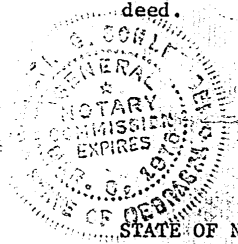


Kenneth B. Schlesiger  
Notary Public

STATE OF NEBRASKA )  
                                      ) ss.  
COUNTY OF Douglas

On this 16th day of March, 1973, before me, the undersigned, a Notary Public, personally came MILTON B. FAULK and BETTY J. FAULK, husband and wife, known to me to be the identical persons who signed the above Protective Covenants and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

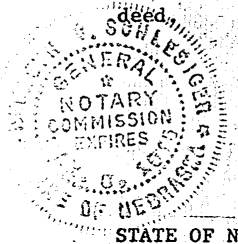


Kenneth B. Schlesiger  
Notary Public

STATE OF NEBRASKA )  
                                      ) ss.  
COUNTY OF Douglas

On this 17th day of March, 1973, before me, the undersigned, a Notary Public, personally came R. D. STUART and BARBARA A. STUART, husband and wife, known to me to be the identical persons who signed the above Protective Covenants and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

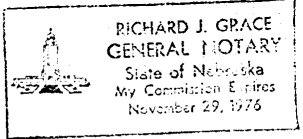


Kenneth B. Schlesiger  
Notary Public

STATE OF NEBRASKA )  
                                      ) ss.  
COUNTY OF Douglas

On this 16th day of March, 1973, before me, the undersigned, a Notary Public, personally came KENNETH G. SCHLESIGER, single, known to me to be the identical person who signed the above Protective Covenants and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Richard J. Grace  
Notary Public