

79-8467

BOOK 513 PAGE 409

PROTECTIVE COVENANTS

The undersigned, PIEDMONT, LIMITED., a Nebraska limited partnership, hereinafter referred to as "Developer," FRANK R. KREJCI and JUDITH KREJCI, husband and wife; ANNA J. KOZUSKO, a single woman; MELVIN L. STRONG and SHIRLEY M. STRONG, husband and wife; THEODORE H. LUNDT and ELSIE M. LUNDT, husband and wife; and PAUL R. KREJCI and MARY ALICE KREJCI, husband and wife, being the owners of PIEDMONT, a subdivision in Douglas County, Nebraska, located in the Southwest Quarter (SW 1/4) of Section Twenty-Three (23), Township Fifteen (15) North, Range Eleven (11) East of the 6th P.M., in Douglas County, Nebraska, do hereby create, adopt, declare and establish the following restrictions upon the following described properties: Lots 1 through and including 237 in Piedmont, a subdivision in Douglas County, Nebraska, surveyed, platted, and recorded.

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance. None of the lots shall be used for any immoral or illegal purposes.

2. Setbacks and Sideyards. All setbacks, sideyards and rear yard requirements shall conform to applicable laws and ordinances.

3. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanent.

4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purposes.

5. Fences. Fences shall not be located on any lot nearer to the street than the structure located on said lot except for architectural fences approved by the Developer.

6. Area. All residential structures shall conform to the following area and related requirements:

a. A one-story residence with attached garage shall contain not less than 1,200 square feet of finished floor space on the main living level.

b. A multi-level residence shall be subject to approval under the provisions of paragraph sixteen (16) hereof.

c. A one and one-half or two story residence with attached garage shall contain:

1. Not less than 900 square feet of finished space on the main floor and

2. A total finished floor area of not less than 1500 square feet.

7. Garage. No dwelling shall be erected without an enclosed attached garage which shall provide a minimum of four hundred (400) square feet of enclosed area and a maximum of 840 square feet of enclosed area

8. Weeds. The title holder of each lot vacant or improved shall keep his lot or lots free from weeds and debris.

9. Moved Dwellings. Dwellings constructed in any other addition or location shall not be moved to any lot within this addition.

10. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each built upon corner lot. The sidewalks shall be placed four feet back of the street curb line.

11. Conform to Zoning. All structures including driveways and sidewalks and patios placed upon the above property shall conform to the zoning requirements of the City of Omaha and the building code requirements of the City of Omaha.

12. Removal of Debris. Upon completion of the construction of any dwelling house or building on the above lots, the construction debris must be removed from the area of

Piedmont Addition. No owner or occupant of any dwelling house within Piedmont Addition shall place upon, burn or dispose of any trash, refuse, paper or other items on any lots in Piedmont Addition.

13. Boats and Trailers. No boat, camper, trailer, or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motor cycle, truck, or other vehicle will be repaired, torn down, or stored on any lot, other than in an enclosed structure.

14. Outside Antennas Prohibited. No outside radio, television, Ham broadcasting, or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house or in any other place in the house where it will be concealed from public view from any side of the house.

15. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick or stone. If the lot has frontage on more than one street, the above provision shall apply only to that side constituting the front of the house.

16. Written Approval from Developer. No structure of any kind, including fences, dog-run and kennels, shall be erected, allowed, or placed on any lot in this subdivision until written approval thereof has been obtained from the

developer and all structures shall be designed and used in conformity with existing structures, topography and lot grades and in harmony with existing structures. Further, all retaining walls, including location, type of wall, height and materials, shall not be constructed on any lot in this subdivision until written approval thereof has been obtained from the developer.

17. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns to erect, operate, maintain, repair and renew underground conduit and wires for the caring and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon and below a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said addition; said license is granted for the use and benefit of all present and future owners of lots in said addition; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct underground conduit and wires along any of said side lot lines within 48 months of date hereof, or if any underground conduits and wires are constructed but are thereafter removed, without replacement within sixty days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

18. Remedy on Violation. If the parties hereto or any of their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation.

19. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

20. Binding on Successors. The covenants and restrictions herein contained shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of the covenants herein contained is several and separate from the other covenants and invalidity of any covenant shall not effect the validity of any other provision of this instrument.

21. Enforcement by Developer. Nothing herein contained shall in any way be construed as imposing upon the developer or any of the undersigned any liability, obligation, or requirement to enforce this instrument or any of the provisions contained herein.

22. Assignment by Developer. The rights, powers, and responsibilities of the developer as outlined and contained in this agreement may be assigned and delegated by the developer.

23. Modification. The Developer shall have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any lot of any covenant or easement granted.

Signed this 5 day of June, 1972.

PIEDMONT, LIMITED, a Nebraska Limited Partnership

By Frank R. Krejci  
General Partner

By [Signature]  
General Partner

Frank R. Krejci  
Frank R. Krejci, Husband of  
Judith Krejci

Judith H. Krejci  
Judith Krejci, Wife of  
Frank R. Krejci

Anna J. Kozusko  
Anna J. Kozusko, Single

Melvin L. Strong  
Melvin L. Strong, Husband of  
Shirley M. Strong

Shirley M. Strong  
Shirley M. Strong, Wife of  
Melvin L. Strong

Theodore H. Lundt  
Theodore H. Lundt, Husband of  
Elsie M. Lundt

Elsie M. Lundt  
Elsie M. Lundt, Wife of  
Theodore H. Lundt

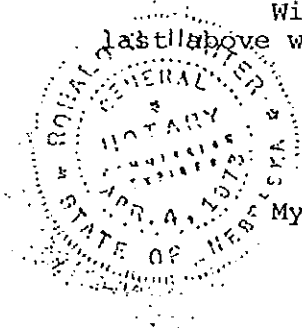
Paul R. Krejci  
Paul R. Krejci, Husband of  
Mary Alice Krejci

Mary Alice Krejci  
Mary Alice Krejci, Wife of  
Paul R. Krejci

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 5<sup>th</sup> day of June, 1972, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Stanley R. W. [unclear] and [unclear], General Partners of PIEDMONT, LIMITED, to me personally known to be the General Partners and identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.



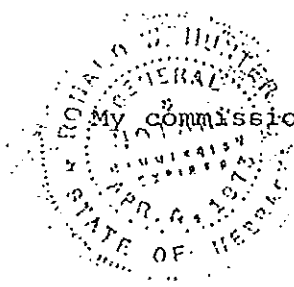
[Signature]  
Notary Public

My commission expires: April 4, 1973

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 5<sup>th</sup> day of June, 1972, before me, the undersigned, a Notary Public, duly commissioned and qualified in said county, personally came ANNA J. KOZUSKO to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



[Signature]  
Notary Public

My commission expires the 4<sup>th</sup> day of April, 1973.



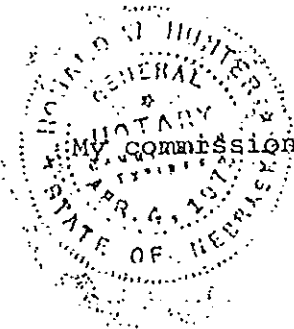
STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 6<sup>th</sup> day of June, 1952, before me, the undersigned, a Notary Public, duly commissioned and qualified in said county, personally came FRANK R. KREJCI and JUDITH KREJCI to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

*[Handwritten Signature]*

Notary Public



My commission expires the 4<sup>th</sup> day of April, 1953.

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 7<sup>th</sup> day of June, 1952, before me, the undersigned, a Notary Public, duly commissioned and qualified in said county, personally came MELVIN L. STRONG and SHIRLEY M. STRONG to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

*[Handwritten Signature]*

Notary Public

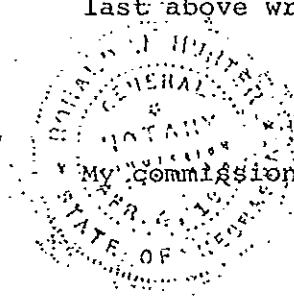


My commission expires the 4<sup>th</sup> day of April, 1953.

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 8<sup>th</sup> day of June, 1972, before me, the undersigned, a Notary Public, duly commissioned and qualified in said county, personally came THEODORE H. LUNDT and ELSIE M. LUNDT to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



*Paul C. Kwik*

Notary Public

My commission expires the 4<sup>th</sup> day of April, 1973.

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On this 7<sup>th</sup> day of June, 1972, before me, the undersigned, a Notary Public, duly commissioned and qualified in said county, personally came PAUL R. KREJCI and MARY ALICE KREJCI to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



*Paul R. Krejci*

Notary Public

My commission expires the 4<sup>th</sup> day of April, 1973.

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