

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, LARRY W. MYERS, being the owner of Lots 1 to 16 inclusive, Block 25; Lots 1 to 8 inclusive, Block 25A, Prairie Lane Addition a Subdivision of a part of the South Half (S $\frac{1}{2}$ ) of Section 32, Township 15 North, Range 12 East of the 6th P. M., all in Douglas County, Nebraska does 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;namely:

1. None of said Lots shall be used or occupied for any purpose other than the purpose authorized by the valid ordinances, laws and regulations applicable thereto. On any Parcel to be used for residence purposes no structure shall be erected, altered, placed or permitted to remain other than one detached single family dwelling not to exceed two and one-half stories in height with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted, and recorded shall be sold at any time, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot. No parcel of ground less than a whole lot shall be used as a separate building site.

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

3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any lot shall be at any time used as a residence, nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all dwellings shall contain the following minimum square foot area ( exclusive of garages and porches); 1100 square feet for one-story dwellings; and 700 square feet for dwellings of more than one-story.

5. All garages and carports shall be large enough to house two or more automobiles of standard size.

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6. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

- (a) Front Yard---40 feet
- (b) Side Yard----10 feet
- (c) Corner Lots shall be governed by the requirements of the zoning Ordinances of the City of Omaha.

7. 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 unopstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

8. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water and gas lines along and across the 5 feet adjoining the rear and side lines of each Parcel.

9. An easement is hereby reserved for drainage ways to carry surface water along and across the 5 feet adjoining the rear and side lines of each Parcel.

10. A perpetual license is granted hereby to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors, lessees, and assigns, to erect and maintain, operate, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys, anchors, cables, and other instrumentalities, both above and below the surface of the ground, and to extend thereon wires for carrying and transmission of electric current for lights, heat, and power, and for all telephone, telegraph, and message purposes, along the rear and side boundary lines of the said lots for the use and benefit of the owners and occupants of each block.

This license shall extend beyond the twenty-five (25) year period herein provided, and shall continue until released by the Northwestern Bell Telephone Company and the Omaha Public Power District, or their successors, or assigns.

11. The reservations stated in Paragraph 8, 9, 10, above shall include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of 25 years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law.

13. 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.

14. 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 violations. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. 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.

16. Each and every provision hereof shall bind and inure to the benefit of the undersigned, his heirs, 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 and occupants of each of the Lots above described.

IN WITNESS WHEREOF, said LARRY W. MYERS has caused these presents to be executed this 23rd day of March, 1965.

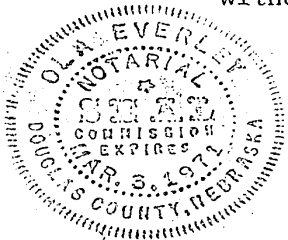
  
Larry W. Myers

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STATE OF NEBRASKA )  
( ss  
COUNTY OF DOUGLAS )

On this 23rd day of March, 1965, before me, the undersigned, a Notary Public in and for said County, personally came the above named Larry W. Myers, who is personally known to me to be the identical person whose name is affixed to the above instrument, 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.



Ola Everley Notary Public

My commission expires the 3rd day of March 1971

*[Handwritten initials]*

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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FRIBVIE LANE  
Larry Meyers  
8125 Countryside Plaza  
Omaha 14, Nebraska