

## DECLARATION OF PROTECTIVE COVENANTS

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The undersigned Clair M. Wilson and Howard G. Johnson, who as Joint Tenants now are the sole owners of all real estate herein described, together with their respective wives, Ethel E. Wilson and LaVon E. Johnson, do hereby adopt and impose upon said real estate these covenants, restrictions, limitations and conditions (all collectively hereinafter referred to by the general term of "covenants") and, jointly and severally, do hereby state, admit, acknowledge, publish and declare that the said covenants hereinafter, during the time the same remain in effect as hereinafter provided, shall apply to, control and govern the ownership, encumbrance, use and occupancy of each and all of the following described platted lots, to-wit:

LOTS ONE (1) THROUGH NINETEEN (19), IN BLOCK ONE (1);  
and LOTS ONE (1) THROUGH EIGHT (8) AND TWENTY-FIVE (25)  
THROUGH THIRTY-TWO (32), IN BLOCK THREE (3); and  
LOTS ONE (1) THROUGH SEVEN (7) AND TWENTY-FIVE (25)  
THROUGH THIRTY-TWO (32), IN BLOCK FIVE (5); ALL SIT-  
UATED IN ROBIN HILL ADDITION, AN ADDITION, AS SURVEYED,  
PLATTED AND RECORDED, IN DOUGLAS COUNTY, KANSAS.

**FIRST:** These covenants are adopted and imposed as aforesaid in pursuance of a general plan for the development and improvement of each and all of the lots above described, and shall run with the land and inure to the benefit of, and be binding upon, each and every person who, during the time said covenants are in effect, may own, hold, encumber, use or occupy said lots, and each of them, or any part thereof, or any interest therein. Any person for whose benefit said covenants exist as aforesaid may maintain suitable action, either at law or in equity, for the enforcement of said covenants or for the recovery of damages resulting from any violation or breach of said covenants; but the prosecution of any such action shall be optional to such person, and in no event be deemed to be obligatory or required of any such person. Each and all of said covenants are severable and independent of each other, and the invalidation of any one or more of said covenants, or any part or parts thereof, by judgment, decree or other order of court, in no event shall affect the validity or effect of the remaining covenants, or parts thereof, which nevertheless shall remain in full force and effect.

**SECOND:** These covenants shall be and remain in effect for an initial period of Twenty-Five (25) years from and after this date; but thereafter, upon the expiration of said initial period, shall automatically be renewed and extended for successive periods of ten (10) years each unless and until said covenants, in whole or in part, are terminated or changed through written agreement executed by the then owners of a majority of the lots above described and recorded in the office of Register of Deeds of said county in the manner provided by law; provided, however, that the aggregate period of time, including said initial period and renewal or extension periods aforesaid, shall not exceed Sixty-Five (65) years nor in any event exceed the maximum time permitted therefor by law.

**THIRD:** The term "lot" as used herein shall be construed to denote any of the following described parcels of land, to-wit: a) a single lot as originally platted in the plat and dedication of said addition; or b) such a single platted lot together with the contiguous portion or portions of one or more abutting platted lots used therewith; or c) a parcel composed of portions of two or more such platted lots which portions are contiguous to each other, provided, however, that the area of such parcel and dimensions of the rear and front lines of such parcel shall be, respectively, not less than the area and rear and front lines of either one of the platted lots out of which such parcel is formed.

**FOURTH:** Each lot shall be used solely for residence purposes, and not for any illegal purpose nor in such manner as may constitute a nuisance or annoyance to occupants or owners of neighboring lots. Each lot and the improvements located thereon shall at all times be maintained in neat and good repair and condition, so as not to detract from the appearance of the neighborhood. No garden nor field crops shall be grown between any street line and the front or side line of any dwelling, other than flowers, trees, shrubs, bushes, hedges or other ornamental plants which must not obstruct the view at street intersections nor otherwise constitute a hazard or nuisance to the neighborhood or pedestrian or vehicular traffic. No trailer, basement, tent, shack, shed, barn, garage nor other structure shall be used for residence purposes, either permanently or temporarily, excepting only a permanent dwelling as herein described.

**FIFTH:** No noxious, offensive nor illegal trade or other activity shall be carried on, nor anything done in violation of the zoning ordinances of the City of Omaha or other applicable laws or ordinances, but such ordinances and laws shall at all times be strictly complied with. No stable or other shelter for live-stock or poultry shall be maintained, nor any live-stock or poultry raised, cared for or maintained upon any lot.

DECLARATION OF PROTECTIVE COVENANTS - continued

SIXTH: On each lot there shall be located only a single dwelling, either for a single family, or for two families each having a complete dwelling unit therein, together with such accessory buildings as may be allowed by the zoning ordinances of the City of Omaha, and together with such walks, driveways and fences as will not be in violation of these covenants or of said zoning ordinances. Each such dwelling shall front upon a street abutting the lot upon which it is located, and shall be of solid and substantial construction, of such form, design and materials as will not detract from the value of neighboring properties, and shall conform to the following minimum requirements, to-wit:

- a) No dwelling shall exceed two and one-half (2½) stories, nor more than Thirty-Five (35) Feet, in height, nor have a ground-floor area less than 650 square feet.
- b) The area of the lot upon which the dwelling is located shall not be less than Five Thousand (5,000) square feet in the case of a single-family dwelling, nor less than Six Thousand (6,000) square feet in the case of a two-family dwelling.
- c) No part of the dwelling, other than the cornice of the roof or an open porch, shall be located nearer than the following respective distances from the boundary lines of the lot upon which the same is located, to-wit: Thirty-Five (35) feet from the front lot line; Twenty-Five (25) feet from the rear lot line; and Five (5) feet from either of the side lot lines in the case of a single-family dwelling, or Seven (7) feet from either of the side lot lines in the case of a two-family dwelling. As to a corner lot abutting on two streets, the front lot line shall be that line upon which the dwelling fronts, and the other street line thereupon shall be considered to be the side lot line, and in such event the dwelling shall be not nearer than Seventeen and One-Half (17½) feet from such side lot line, instead of the foregoing distances relating to side lot lines, with respect to that side lot line only.

SEVENTH: The undersigned are preparing to procure the establishment of "Sanitary and Improvement District Number Four of Douglas County, Nebraska," for the purpose of installing, acquiring, operating and maintaining a sewer system, water mains and such other public utilities, facilities or services as may be permitted by law to such districts, and for the further purpose of contracting for water for fire protection and contracting for electricity for street lighting for the public streets and highways within said district, and for such other purposes as such district may be employed under the laws of this state now in effect or hereafter enacted, all in pursuance of the provisions of Sections 31-727 through 31-762 of the 1951 Cumulative Supplement to the Revised Statutes of Nebraska, 1943. Such of the foregoing lots as may be within such district as the same originally exists, or as the same subsequently may be enlarged to include, shall be subject to all of the obligations and liabilities provided for by said statutes and other statutes of said state relating thereto, and likewise shall be entitled to the benefits provided by said district.

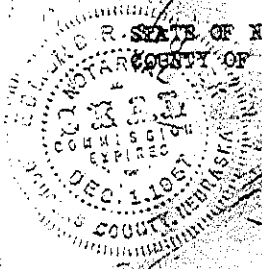
EIGHTH: No fence shall be erected upon or abutting any lot unless the design and plans and specifications therefor previously are approved in writing by the undersigned Clair M. Wilson and Howard C. Johnson, or by either of them, or by such other person or persons as they, or either of them, hereafter may designate.

NINTH: An easement is hereby granted for the joint benefit of Omaha Public Power District and Northwestern Bell Telephone Company, jointly and severally, and their respective successors, lessees and assigns, for the distribution and sale of electric energy and/or telephone or other communication services to the property owners and occupants in the area within which said lots are located, and for such purposes to erect and maintain poles, lines, wires, conductors, and other instrumentalities, for such electricity, telephone or other communication services in, along, over, under, and across that five-foot (5 ft) strip of each lot abutting either the rear lot line or interior side lot line.

IN WITNESS WHEREOF, the said undersigned subscribe this instrument at Omaha, Nebraska, on this Fourteenth day of September, 1953.

*Clair M. Wilson*                      *Howard C. Johnson*  
 \_\_\_\_\_                                      \_\_\_\_\_  
 CLAIR M. WILSON                                      HOWARD C. JOHNSON

*Ethel E. Wilson*                      *Layton E. Johnson*  
 \_\_\_\_\_                                      \_\_\_\_\_  
 ETHEL E. WILSON                                      LAYTON E. JOHNSON



On this 14th day of September, 1953, before me, a Notary Public in and for said county, personally appeared the above named and described CLAIR M. WILSON and ETHEL E. WILSON (husband and wife) and also the above named and described HOWARD C. JOHNSON and LAYTON E. JOHNSON (husband and wife), and they, jointly and severally, acknowledged that they executed the foregoing instrument, and that the same is their voluntary act and deed for the purposes therein expressed. WITNESSES my hand and Notarial Seal on the date last aforementioned.

*Edward R. Stuch*, Notary Public.

21 ENTERED IN BOOK 5 DAY October 1953 AT 4:33P THOMAS J. O'CONNOR, REGISTER OF DEEDS 450