

765-611

SKYLINE HEIGHTS

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Skyline Heights Corporation, a Nebraska corporation, being the owner of Blocks One (1), Two (2), Three (3), and Four (4); Lots Nine (9) to Sixteen (16) inclusive in Block Five (5); Lots Twelve (12) to Twenty-one (21) inclusive in Block Six (6), in Skyline Heights, a Subdivision of a part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 23, and the South One-half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 24, all in Township Fifteen (15) North, Range 10, East of the 6th P. M., 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. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.
2. On any parcel to be used for residence purposes no structure shall be erected, altered, placed or permitted to remain other than one detached dwelling together 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 at any time sold, 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. The height for single-family dwellings shall not exceed two stories.
3. 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.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any lot shall at any time be used as a residence.
5. The main floor of all dwellings shall contain the following minimum square foot area (inclusive of garage and porch): 1100 square feet for one-story dwellings; and 700 square feet for dwellings of more than one-story.
6. All garages and carports shall be large enough to house two or more automobiles of standard size.

7. No garage shall be built in the basement of any dwelling unless the floor thereof be at grade level at the entrance thereto.

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

- (a) Front yard - forty (40') feet.
- (b) Side yard - ten (10') feet.
- (c) Rear yard - thirty-five (35') feet.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setbacks lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

10. A perpetual easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, the Metropolitan Utilities District, Northern Natural Gas, Peoples Natural Gas, and any sewer or other improvement district lawfully organized or to be organized, which includes this property, the successors, lessees and assigns of each, to construct, maintain, operate, repair and remove any underground sewer, water and gas lines to erect and operate, maintain, repair and renew poles with necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for lights, heat, and power, and for all telephone, telegraph messages purposes, on, above, under or across the five (5') feet adjoining the rear and side boundary lines of each of the above described lots for the use and benefit of the owners and occupants of said lots.

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

12. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of design approved in writing by the undersigned or by the Clerk of a sewer or improvement district lawfully organized.

13. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

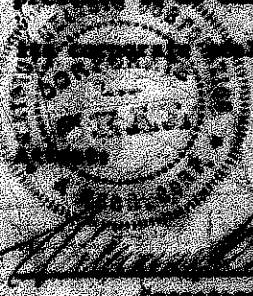
14. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages for such violation. 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. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of the said lots executed and recorded in the manner provided by law.

17. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots above described.

IN WITNESS WHEREOF, the said SKYLINE HEIGHTS CORPORATION has caused these presents to be executed in its name by its President, attested by its Secretary and its corporate seal affixed hereto this 16th day of May, 1961.



SKYLINE HEIGHTS CORPORATION,
A Nebraska Corporation,

Lawrence H. Myers
President

Secretary

BOOK 385 PAGE 614

RECORDED
MAY 19 11 1951

DIRECTOR OF PUBLIC RECORDS
COUNTY OF DOUGLAS

MAY 21 1951

RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS
COUNTY OF DOUGLAS NEBRASKA

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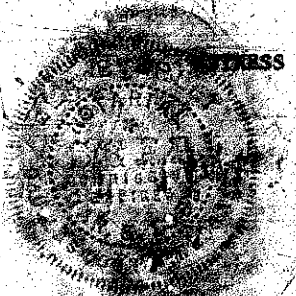
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STATE OF NEBRASKA,)
) SS.
COUNTY OF DOUGLAS,)

On this 14th day of May, 1951, before me the undersigned, a Notary Public in and for said County, personally came the above named Laurance H. Myers, who is personally known to me to be the identical person whose signature is affixed to the above instrument as President of SKYLINE HEIGHTS CORPORATION, a Nebraska corporation, and he acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.



WITNESS my hand and official seal on the date above written.

O. H. Everley
Notary Public

My commission expires March 3, 1965.

10 RECORDED IN REGISTER'S OFFICE AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS COUNTY OF DOUGLAS NEBRASKA
May 14 1951 1127A THOMAS J. OGDEN, REGISTER OF DEEDS