

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The Skylark Heights Co-operative Association, a Nebraska Corporation, Trustee, being the owner of Skylark Heights, a subdivision in Douglas County, Nebraska, do hereby state, publish and declare that all lots contained therein are and shall be owned and held under and subject to the covenants, conditions, and restrictions herein set forth:

1. These Covenants are to run with the land and except for Sec. 9 shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

If the owner of any lot in said subdivision or any other person, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Invalidation of any one of these Covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

2. All lots in the tract shall be known and described as residential lots, with no exceptions. All dwellings shall be single family dwellings, except that two family dwellings may be erected on Lots 227 to 231, inclusive. All structures are not to exceed one and one-half stories in heights and shall have a minimum of a double attached garage.

3. No building, fence, wall, signboard, or other structure shall be erected, altered, or placed on any building plot in this subdivision

until complete plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the Skylark Heights Co-operative Association as to use, conformity, and harmony of external design with existing structures in the subdivision, and as to location of the building or improvement with respect to lot lines, reserved areas, other structures, topography, and finished ground elevation.

4. That no noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. Dwellings shall be restricted to the following minimum square foot floor area for certain sections of the subdivision as set forth below. These sections and the minimum floor areas for houses (exclusive of garage and porches) are as follows:

- Area 1. Lots 1 to 80, inclusive - 1600 square feet, ground floor area plus double garage.
- Area 2. Lots 81 to 152, inclusive - 1400 square feet, ground floor area plus double garage.
- Area 3. Lots 153 to 226, inclusive - 1200 square feet, ground floor area plus double garage.
- Area 4. Lots 227 to 231, inclusive - Same as Area 3 if single dwelling, or if duplex, 1600 square feet living space, plus double garage.

7. An easement is reserved over the rear 5 feet of each lot and over five feet of each side lot line for utility installation and maintenance, this reservation including the right to excavate and to trim or remove trees, shrubs, vegetation, or improvements thereof if necessary.

8. Minimum building setback lines shall be as follows:

Location	Front Yard Setback	Side Yard Setback
Area 1. Lots 1 to 80, inc.	50'	25'
Area 2. Lots 81 to 152, inc.	40'	20'
Area 3. Lots 153 to 226, inc.	40'	15'
Area 4. Lots 227 to 231, inc.	40'	15'

The sideyard setback on a corner lot shall not be less than one-half of the distance of the front yard setback, except on Pacific Street where all structures must be located not less than 75 feet from the South line of Pacific Street as now located. In any event, no building shall be located on any residential building plot nearer than 40 feet to the front lot line nor nearer than 20 feet to any side street line. Any grade change exceeding 18 inches or more must have the approval of the Architectural Committee.

9. For a period of 15 years from the date hereof no owner of any property in the subdivision shall sell, lease, or permit said premises to be occupied by any persons (except domestic servants and members of his family), nor during said period of time shall any person purchase or own any property in said subdivision who are not stockholders of the Skylark Heights Cooperative Association, a corporation, or whose application for membership in said Association, has not been approved by the Board of Directors of said Association, provided however that this paragraph shall not apply to nor prevent the good faith mortgaging or encumbering of said property, nor the transfer of said property by operation of law or in satisfaction of bona fide liens, nor shall it prevent the selling, leasing or occupation of said property by any person who has acquired same by operation of law or in satisfaction of any bona fide lien.

10. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants, hedge, shrubs, and trees and for walks and drives; provided that no trees, shrubs, or hedges shall be planted or maintained in such proximity to any right-of-way, street, or sidewalk as will interfere with the proper use and maintenance thereof with any unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles, and provided further that no objectionable trees, plants, or shrubs shall be permitted to remain on any part of any lot.

11. All lawns, trees, shrubs, hedges, walls, fences, and any other appurtenant growth or structure shall be kept and maintained in a safe, neat, and orderly manner. The Association reserves the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, and removing dead or unsightly portions thereof and repairing walls or other appurtenant structures, whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the Board of Directors of the existence of the objectionable condition.

12. Erection and maintenance of any stable or other shelter for livestock, or fowl, and the keeping of dog kennels, livestock and fowl within the subdivision, are prohibited. Outside trash burners are prohibited. No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel, or sand.

13. No sign, billboard, or other structure for advertising or the display of advertising material of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation, or association, carrying on a permitted business, or a trade or profession therein, without the permission in writing of the Board of Directors of the Association.

IN WITNESS WHEREOF, said Skylark Heights Cooperative Association, by its President and Treasurer, thereunto duly authorized by its Board of Directors, has hereunto set its corporate name and seal this 18th day of June, 1955.

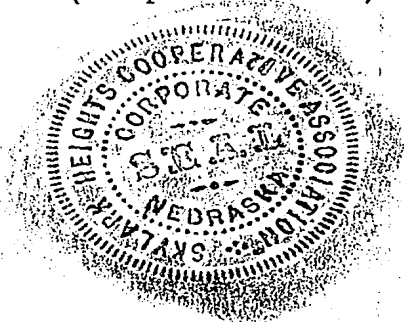
SKYLARK HEIGHTS COOPERATIVE ASSOCIATION
Trustee;

(Corporate Seal)

BY T. J. Cavalieri
PRESIDENT

Attest:

BY Walter W. [Signature]
SECRETARY



STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss

On this 14 day of June, 1955, before me the undersigned, a Notary Public, personally appeared Ross G. Cavalieri, to me known to be the President of Skylark Heights Cooperative Association a Corporation, to me personally known to be the identical person whose name is affixed to the above instrument and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the Skylark Heights Cooperative Association, as Trustee, and that the corporate seal of the said Skylark Heights Cooperative Association was thereto affixed by its authority.

WITNESS my hand and Notarial seal in said County the date last above written.

Arthur J. Warner

My commission expires on the 13 day of November, 1957.



10. 62.25
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
15 DAY June 1955 AT 10:08 A. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

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