

No. 77 : Quinten R. Mahloch and Agnes J. : PROTECTIVE COVENANTS  
 Book 22 : Mahloch, husband and wife : Dated Sept. 22, 1961  
 Page 588 : To : Filed Sept. 25, 1961  
 : Whom it may concern : 11:00 o'clock A.M.

**PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
 FOR SPRINGFIELD GARDENS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.**

**Part A. Preamble**

1. These COVENANTS shall apply to the lots 1 through 51, inclusive, in Springfield Gardens, an Addition to the Village of Springfield, Sarpy County, Nebraska.

2. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions, by the undersigned, except at the option of the undersigned.

**Part B. Residential Area Covenants**

1. No lot shall be used except for 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. No building shall be erected, altered, placed or permitted to remain on any lot other than dwellings or detached garages, and shall not exceed two stories in height and a private garage for not more than three cars. Single family dwellings may be constructed on all lots. Duplexes are permitted on the following lots only: Lots 1, 2, 15, 16, 27, 38, 39, and 51.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 960 square feet in the case of a one-story structure, nor less than 864 square feet in the case of a one and one-half story or two-story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17.5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of these Covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected upon or used, on any lot at any time as a residence, either temporarily or permanently.

8. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

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

10. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

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11. For each single-family dwelling there must also be erected an attached or basement private garage for not less than one car, nor more than three cars.

12. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on all sides of all streets; said sidewalks shall be completed at time of completion of the main residential structure and shall be located four feet back of curblins.

13. No fences shall be erected greater than five feet in height and in no case shall be erected within 35 feet of the front property line of any lot.

Part C. General Provisions

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lot has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceeding at law, or in equity against any person or persons, violating or attempting to violate any covenants, either to restrain violation or to recover damages.

3. 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.

No witness. Acknowledged September 22, 1961 by Quentin R. Mahloch and Agnes J. Mahloch, husband and wife, before Gene P. Spence, Notary Public with seal, Douglas County, Nebraska. Commission expires October 16, 1964.