

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the real estate hereinafter described until January 1, 1988.

If said present or future owners, or any of them, or their grantees, 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 part of said real estate hereinafter described to prosecute any proceedings at law or in equity 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 violation.

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

A. All lots in the addition hereinafter described shall be used only for residential purposes except Lots 510 to 517 inclusive, Lots 452, 453, 479 and 480, and Lots 465 to 467 inclusive, and except such lots or portions thereof as may hereafter be conveyed or dedicated by the owners thereof for public, church, educational or charitable uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage or car-port for not more than two cars and attached breezeways or other out-buildings incidental to residential uses.

C. Except as hereinafter provided, no building shall be located on any residential building plot nearer than thirty-five feet to the front lot line, nor shall any building, except a detached garage, be located nearer than five feet to any side line of any building plot; provided, however, that if the Board of Appeals of the City of Omaha, Nebraska, shall by resolution permit a lesser minimum set-back or sideyard for any building plot, then as to such plots the determination of said Board shall govern and shall automatically supersede these covenants.

D. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand square (5,000) feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot."

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

F. There shall not be constructed, installed, used or permitted to exist any private driveways connecting 72nd Street with dwellings on any of the following lots in said addition: Lots 504 to 517 inclusive.

G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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. No pre-fabricated or factory-built homes shall be erected on any of said lots within said Addition.

H. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than 900 square feet for a one-story house nor less than 860 square

feet for a one-and-one-half story or taller house.

I. These Protective Covenants shall hereafter apply to

Lots 232 to 517 inclusive, in Westgate, a sub-division in Douglas County, Nebraska.

J. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Co., Omaha Public Power District and all public utility companies now or hereafter operating within said Addition, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 12th day of January, 1956.

Franklin P. Rogers Husband

Wilma C. Rogers and Wife

Richard L. Corzine Husband

Janet M. Corzine and Wife

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 12th day of January, 1956, before me, the undersigned, a Notary Public in and for said County, personally came Franklin P. Rogers and Wilma C. Rogers, and Richard L. Corzine and Janet M. Corzine, to me personally known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal at Omaha in said county the day and year last above written.

My commission expires the 7 day of April 1958.

H W Mc
Notary Public



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