

255725

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 following described real estate until January 1, 1999:

Lots 518 to 719, both inclusive, and Lots 737 to 789, both inclusive, all in Westgate, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate 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. Said lots shall be used only for residential purposes 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 or two-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 for each family unit and attached breeze-ways or other out-buildings incidental to residential uses.

C. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand (5,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." 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 setback, sideyard, or lot area for any building plot, then as to such plots the determination of said Board shall govern and shall automatically supersede these covenants.

D. 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.

E. 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.

F. The ground floor enclosed area of the main residential structures, exclusive of open porches and garages, shall be not

less than 900 square feet for a one-story single-family dwelling nor less than 850 square feet for a one-and-one-half story or taller single-family dwelling. Where lots are improved by two-family structures, the minimum floor area per each family unit shall be 600 square feet.

G. 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.

H. Four (4) feet wide public concrete sidewalks shall be installed in front of each improved lot, and also on the street side of all improved corner lots, (except that sidewalks need not be built on the street side of Lots 518, 533, 662, 689 and 704). Said sidewalks shall be constructed so that the sidewalk edge nearest the street is four (4) feet distant from the adjacent street curb line.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 4 day of February, 1957.

Wilma C. Rogers  
Wilma C. Rogers/

Franklin P. Rogers  
Franklin P. Rogers

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On the date last above written, before me, the undersigned, a Notary Public in and for said County, personally came FRANKLIN P. ROGERS and WILMA C. ROGERS, husband and wife, 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 12 day of August, 1961.

Cecilia M. ...  
Notary Public

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.  
13 DAY Feb 1957 AT 4:35 P M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 66.50