

PROTECTIVE COVENANTS

The undersigned hereby declares that the following 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, 1990:

Lots Six Hundred (600) to Six Hundred Sixty-six (666), both inclusive, in Westridge Replat, 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 single-family dwelling purposes and for accessory structures, or for church or school purposes; except that Lots Six Hundred One (601) through Six Hundred Twenty (620), both inclusive, may also be used for multi-family structures, and except that Lot Six Hundred (600) may also be used for multi-family structures and any other uses permitted by the 8th Residential Zone of the City of Omaha, Nebraska, as now enacted or hereafter amended.

B. 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. No building shall be located on any lot 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 as to any lot or lots for which the Board of Appeals of the City of Omaha, Nebraska shall by resolution permit a lesser lot area or a lesser front or side yard, then the determination of said Board shall automatically supersede and amend the above covenants as to such lot or lots.

C. 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.

D. 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.

E. On Lots Six Hundred Twenty-one (621) through Six Hundred Thirty-one (631) and Lots Six Hundred Sixty (660) through Six Hundred Sixty-six (666), the ground floor enclosed area of residential structures (exclusive of open porches and garages) shall be not less than 900 square feet for a one-story house nor less than 750 square feet for a one and one-half story or taller house. On Lots Six Hundred Thirty-two (632) through Six Hundred Fifty-nine (659), the ground floor enclosed area of residential structures (exclusive of open porches and garages) shall be not less than 925 square feet for a one-story house nor less than 750 square feet for a one and one-half story or taller house.

F. Public concrete sidewalks, four feet wide by four inches thick, shall be installed by the then owner in front of

each built-upon lot and also on the street side of all built-upon corner lots, except that no sidewalks need be constructed adjacent to 84th Street or Papillion Parkway and except that no sidewalks need be constructed along the East line of Lots Six Hundred Sixty-five (665) and Six Hundred Sixty-six (666) nor along the West line of Lots Six Hundred Eleven (611) and Six Hundred Twelve (612). The sidewalk edge nearest the lot line shall be one foot outside the lot line. Such sidewalks shall be installed at time of completion of the erection of the main structure upon each lot. The undersigned corporation specifically reserves the right to amend this paragraph.

G. A perpetual license is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, 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 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.

WITNESS WHEREOF, the undersigned Cornhusker Homes Co., being the owner of all said real estate, has executed these Covenants on this 10th day of February, 1959.

CORNHUSKER HOMES CO.

Attest:  John H. Delehant
Secretary

By: Don Decker
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned Notary Public, in and for said County, personally came DON DECKER, President of Cornhusker Homes Co., to me personally known to be the Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Richard E. Croker
Notary Public

My Commission Expires:
July 8, 1963