

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, 2000:

Lots 366 through 392, both inclusive, and Lots 406 through 436, both inclusive, in Wycliffe Replat, a replat of part of Wycliffe, 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 or any person(s) owning any lot in Piedmont, a subdivision in Douglas County, Nebraska, 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 hereof, which shall remain in full force and effect.

1. Said lots shall be used only for single-family residential purposes or for public park, nonprofit recreational, church or school purposes. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling and a private garage, or any building used for the above purposes.

2. 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. 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.

3. 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 residence built in any other subdivision or area shall be permitted to be moved onto any lot in this addition.

4. A perpetual license and easement is reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground utility service lines for utility service to the above-noted lots over, under, through and upon a 5-foot strip of land adjoining the rear and side boundary lines of said lots; said license being granted for the use and benefit of all present and future owners of said lots.

5. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed five (5) feet back of street curb line and shall be constructed before occupancy or use thereof.

6. The following building restrictions shall apply to the following lots:

a) Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house or one-and-one-half story house if an attached garage plan (1300 square feet being required if a basement or detached garage plan); 1800 square feet above basement level for a two-story house; 1500 square feet throughout the house for a tri-level house and the foundation walls (including that of the garage) must enclose an inside ground area of not less than 1300 square feet; 1500 square feet above the foundation level for a bi-level, raised ranch or split-entry. In addition, each single-family dwelling shall provide enclosed garage space for at least two cars (detached, attached or basement garages being permitted, except that basement garages shall not be permitted in two-story houses).

b) No building shall be located on any lot nearer to the front lot line, side lot line, or rear lot line than that permitted by the applicable zoning ordinances of the City of Omaha, as amended or as modified by the Board of Appeals; PROVIDED, HOWEVER, that in no event shall any building be located nearer than 35 feet from the front lot line. For the purposes of this covenant, 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.

7. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris. Vacant lots shall be mowed at such time or times as may be necessary to keep weeds and other worthless vegetation under twelve (12) inches in height. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee. All garbage or trash cans or accumulations of trash or garbage outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

8. Automobiles and other self-propelled vehicles parked out of doors must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request or act of any landowner in the addition. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored indoors so as to not be visible from surrounding lots or streets. The dedicated street right-of-way located between the pavement and the lot line of any residentially-zoned lot shall not be used for the parking of any vehicle, boat, camper or trailer.

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