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CENTER HORIZONS ADDITION
PROTECTIVE COVENANTS

Golden J. Zenon, Jr., Trustee, being the owner of CENTER HORIZONS a real estate subdivision in Douglas County, Nebraska, comprising Block 1, Lots 1 to 7, inclusive; Block 2, Lots 1 to 11, inclusive; Block 3, Lots 1 to 6, inclusive; Block 4, Lots 1 to 15, inclusive; as surveyed, platted, and recorded on the _____ day of _____, 1965, do hereby state, declare, and publish that all of the property in said subdivision, shall be owned, conveyed, and used under and subject to the following covenants, conditions, restrictions, and easements:

- 1.) Said lots shall be used for single-family residential purposes only except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.
- 2.) 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, a private garage, attached breeze-ways, and other out-buildings incidental to residential uses.
- 3.) No structure may be erected without provision for at least one attached or basement car parking garage.
- 4.) No structure shall be erected, exclusive of porches, breeze-ways and garages, which has less than 1,000 square feet in the case of a one-story structure and 850 square feet for a one and one-half or two-story structure; provided 50% of the square footage of garage space may be used in computing such minimum requirements.
- 5.) No building shall be located on any lot nearer than 35 feet to a front lot line, or nearer than 7 feet to any side lot line, except that on corner lots, no building shall be located nearer than 17.5 feet to side street line, (and except where 7 feet is permitted on corner lots by Omaha City rules) and no dwelling shall

- 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.) Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
- 8.) 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 that they are not kept, bred, or maintained for any commercial purposes.
- 9.) An easement of five feet is hereby reserved on, over, and under all rear and side lot lines for utility installations and maintenance, except where poplar trees were planted for screening and landscaping purposes an additional 5 feet for a total of 10 feet on the side of each lot line may be used for utility installations and maintenance. No permanent buildings, or new trees shall be placed in or on said easements or any existing easement on said addition, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid uses or rights herein reserved. The restrictions against building upon such utility easements where an owner owns two or more contiguous lots and uses an area greater than one lot for a building site (residential building plot) shall not be effective as to interior lot lines. Said side lot easements are granted for the sole purpose of providing an area for the installation and maintenance of utilities. After all utilities have been extended to the structure, all remaining side lot easements not used shall automatically terminate and become void.
- 10.) 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 subdivision 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 doing so or to recover damages or other dues for such violation.
- 11.) 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. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

period, they shall be automatically extended for successive periods of ten years unless they are changed in whole or in part by written agreement among the then owners of the majority of said lots, executed, and recorded in the manner provided by law, except that the initial period of thirty (30) years plus all extensions shall not exceed ninety-nine (99) years.

Golden J. Zenon, Jr.

STATE OF NEBRASKA)
)
)
COUNTY OF DOUGLAS)

On this _____ day of _____, 1965, before me
a Notary Public in and for said County, personally came GOLDEN J.
ZENON, JR., to me known to be the identical person whose name is
subscribed to the foregoing instrument, and acknowledged the execu-
tion thereof to be his voluntary act and deed.

My Commission expires the _____ day of _____, 19____

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THOMAS
REGISTER OF
DOUGLAS

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CENTER HORIZONS ADDITION
PROTECTIVE COVENANTS

Golden J. Zenon, Jr., Trustee, being the owner of Center Horizons Addition, a Subdivision in Douglas County, Nebraska, hereby amends Paragraph 11 of Protective Covenants previously filed in the Office of the Register of Deeds of Douglas County, Nebraska on November 17, 1965, as shown in Book 434 at Page 641 of the Miscellaneous records of said office, by deleting the second sentence, which reads as follows:

The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship

so that after deleting said sentence Paragraph 11 of said Protective Covenants will read as follows:

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.

Said covenants and this amendment apply to all Lots in said Subdivision namely Lots 1-7, Block 1, Lots 1-11, inclusive, Block 2, Lots 1-6, Block 3, Lots 1-13, inclusive, Block 4.

Golden J. Zenon, Jr.

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

On this 12 day of Sept, 1966, before me a Notary Public in and for said County, personally came GOLDEN J. ZENON, JR., to me known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

