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(PROTECTIVE COVENANTS)

KNOW ALL MEN BY THESE PRESENTS: That we, Robert F. Aarvig and Marilyn E. Aarvig, Husband and Wife, Harry D. Babuak and Elizabeth K. Babuak, Husband and Wife, Theodore M. Jensen and Elsie D. Jensen, Husband and Wife, Boko Rasmussen, Single, ~~XXXXXXXXXXXXXXXXXXXX~~, Raymond A. Peter and Anna M. Peter, Husband and Wife, Fred B. Hamsel and Gladys M. Hamsel, Husband and Wife, J. W. Rowin and Fred D. Rowin, Husband and Wife, Phillip S. Franco and Louise F. Franco, Husband and Wife, August F. Buehler and Elizabeth Buehler, Husband and Wife, Joseph V. Franco, Single, Fred F. Franco, Single, Everett B. Mathews and Ruth V. Mathews, Husband and Wife, Ralph A. Buehler and Catherine Buehler, Husband and Wife, E. M. Ross and Sadie M. Ross, Husband and Wife, Vern M. Goff and Louise B. Goff, Husband and Wife, and Mary Alice Varson, Single; being owners of Hilltop Heights ~~XXXXXXXX~~, a Replat of Part of the South 1/2 of the South 1/2 of the S.E. 1/4 of the S.E. 1/4 of Section 30 Township 15 N. R. 13 E. together with the North 165 Feet of the West 1/2 of the N.E. 1/4 of Section 31-15-13 and together with Part of the East 1/2 of the N.E. 1/4 of the N.E. 1/4 of Section 31-15-13, all East of the 6th P.M. Douglas County, Nebraska, do hereby declare that all of the lots in said Replat are and shall be owned, held and conveyed under and subject to the covenants, conditions and restrictions herein set forth:

1. The covenants and restrictions herein set forth shall be binding upon all persons for a period of twenty-five years from and after the date of recording of this instrument. At the expiration of said period, said covenants and restrictions shall automatically be extended for successive periods of ten years unless they are changed in whole or in part by the vote of the majority of the owners of the lots.

2. All lots in said addition shall be known, described and used solely as residential lots, and no structure shall be erected on any of said lots other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.

3. None of the said lots shall be resubdivided into two or more smaller lots. Nothing in this paragraph shall restrict any lot owner from conveying any part of his lot to an adjoining lot owner, provided however, that no lot, as a result of such a sale, shall be reduced to an area of less than

5. No building shall be erected on any of the said lots nearer than 35 feet from the front lot line nor nearer than five feet to any side lot line, except that any residence built without an attached or built-in garage or carport must have one side yard of at least 15 feet.

6. No trailer, basement, tent, shack, garage, barn or other out-building erected on any of the said lots shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be permitted as a residence. No old structures already built shall be moved onto any lot or building site within this Replat.

7. No building shall be erected on any of said lots without prior written approval of plans and specifications by the Development agents or, after expiration of present development Contract, by such Agent or individual as the Owners choose by a majority vote. No dirt shall be removed from the Area without written consent from said Agents, Agent or individual.

8. The title holder of each lot, vacant or improved, shall keep said lot free from weeds and debris, and shall not permit any noxious or offensive trade or activity to be carried on upon said lot, nor shall anything be done on said lot which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be kept on any of said lots, except that dogs, cats or other household pets may be kept provided that they are not kept, maintained or bred for any commercial purpose.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utility companies now or hereafter operating within said Replat, 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 services along, across, over and under the rear five feet of each lot in said Replat.

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 the covenants or restrictions herein set forth, it shall be deemed a breach of the

10. (Continued) This paragraph shall not be construed as imposing upon any person or persons the duty of enforcing any one or all of these covenants or restrictions.

Invalidation of any one of these covenants by a judgement or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

Executed this 10th day of June 1958.

Robert N. Larvig
ROBERT N. LARVIG

Marilyn E. Larvig
MARILYN E. LARVIG

Harry O. Bannek
HARRY O. BANNEK

Elizabeth K. Bannek
ELIZABETH K. BANNEK

Theodore W. Jensen
THEODORE W. JENSEN

Elsie D. Jensen
ELSIE D. JENSEN

Esk Rasmussen
ESK RASMUSSEN, SINGLE

~~XXXXXXXXXXXXXXXXXXXX~~

Edward A. Peter
EDWARD A. PETER

Anne M. Peter
ANNE M. PETER

Fred M. Hummel
FRED M. HUMMEL

Gladys M. Hummel
GLADYS M. HUMMEL

Freda D. Rowin
FREDA D. ROWIN

Freda D. Rowin
FREDA D. ROWIN

Phillip S. Franco
PHILLIP S. FRANCO

Louise F. Franco
LOUISE F. FRANCO

August F. Buehler
AUGUST F. BUEHLER

Elizabeth Buehler
ELIZABETH BUEHLER

Joseph V. Franco
JOSEPH V. FRANCO, SINGLE

Fred F. Franco
FRED F. FRANCO, SINGLE

Lavern B. Mathews
LAVERN B. MATHEWS

Ruth V. Mathews
RUTH V. MATHEWS

Ralph A. Buehler
RALPH A. BUEHLER

Catherine Buehler
CATHERINE BUEHLER

H. M. Ross
H. M. ROSS

Sadie M. Ross
SADIE M. ROSS

Vern M. Goff
VERN M. GOFF

Louisa D. Goff
LOUISA D. GOFF

Mary Alice Veinon
MARY ALICE VEINON, SINGLE

Catherine Buchler, Husband and Wife, H. M. Ross and Sadie M. Ross, Husband and Wife, Vern M. Goff and Louisa D. Goff, Husband and Wife, and Mary Alice Vernon, Single, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument, and who have acknowledged the signing of said instrument to be their voluntary act and deed.

WITNESS my hand and official seal at Omaha, Nebraska, in said County, last aforesaid.



J. A. Prigance
NOTARY PUBLIC.

Commission expires the 25th day of September A.D. 1963.

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