

NO. \_\_\_\_\_  
BOOK \_\_\_\_\_  
PAGE \_\_\_\_\_

MAX WOLFSON & BEATRICE WOLFSON,  
Husband and Wife,

Protective Covenants

EUGENE J. OLSON AND ESTHER L. OLSON,

Dated \_\_\_\_\_

HUSBAND AND WIFE, MEL KARTMAN AND

Filed \_\_\_\_\_

ROSEMARY KARTMAN, HUSBAND AND WIFE.

TO

WHOM IT MAY CONCERN

MAX WOLFSON and BEATRICE WOLFSON, EUGENE J. OLSON AND  
ESTHER L. OLSON; MEL KARTMAN AND  
ROSEMARY KARTMAN. ~~XXXXXXXXXXXXXXXXXXXX~~

being the owners of Lots 1 through 24, Kensington Terrace, in Douglas County, Nebraska, do hereby state, publish and declare that all lots contained therein are and shall be owned and held under the subject to the covenants, conditions, and restrictions herein set forth:

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1981, at which time sub-covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the owner of any lot in said sub-division or any other person, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or sub-division to prosecute any proceedings at law or in equity against the person or persons attempting to violate any such covenants and either to prevent him or them from so doing, or to recover damages or other dues for

2. All lots in the tract shall be known and described as residential lots, with no exceptions. All dwellings shall be single family dwellings. All structures are not to exceed two stories in height and shall have a minimum of a one-car garage, or car-port.

3. No building, fence, wall, sign board, or other structure shall be erected, altered, or placed on any plot in this subdivision until complete plans, specifications, and plot plans showing the location of such building or improvement have been approved in writing by the Marsden Heights Corp., a  
Nebraska Corporation,

as to use, conformity, and harmony of external design with existing structures in the subdivision, and as to location of the building or improvement with respect to lot lines, reserved areas, other structures, topography, and finished ground elevation.

4. That no noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

6. Dwellings shall be restricted to the following minimum square foot floor area: 1,200 square feet, excluding garage or car-port.

7. An easement is reserved over the rear five feet of each lot and over five feet of each side lot line for utility installation and maintenance and for the purpose of excavating and to trim or remove trees, shrubs, vegetation, or improvements thereof if necessary.

8. Minimum building set back lines shall be in conformity with the zoning

building shall be located on any residential building plot nearer than 40 feet to the front lot line nor nearer than 10 feet to any side street line. Any grade change exceeding 18 inches or more must have the approval of Marsden Heights Corp., a Nebraska Corporation.

9. No garden or field crops shall be grown upon any lot, but this is not to be deemed to prohibit the growing of a lawn, flowers or other ornamental plants, hedges, shrubs, and trees, nor walks and drives; provided that no trees, shrubs or hedges, shall be planted or maintained in such proximity to any right of way, street or sidewalk as will interfere with the proper use and maintenance thereof or with an unobstructed view of street intersections sufficient for the safety of pedestrians and vehicles; and, provided, further, that no objectionable trees, plants, or shrubs shall be permitted to remain on any part of any lot.

10. All lawns, trees, shrubs, hedges, walks, walls, fences, and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner.

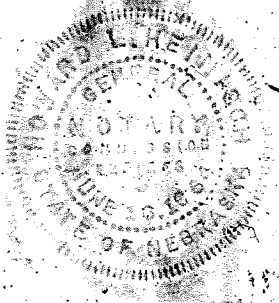
11. Erection and maintenance of any stable or other shelter for livestock, or fowl, or the keeping of dog kennels, livestock and fowl within the subdivision are prohibited.

12. No sign, billboard, or other structure for advertising materials of any kind, shall be placed or maintained within the subdivision, nor shall any business be carried on within the subdivision by any person, corporation, or association for any purpose whatsoever, without the permission in writing of Marsden Heights Corp., a Nebraska Corporation.

Mel Kartman  
Rosemary Kartman

ACKNOWLEDGED on this 12 day of June, 1964, by MEL WOLFSON AND  
BEATRICE WOLFSON, EUGENE J. OLSON AND ESTHER L. OLSON,  
MEL KARTMAN AND ROSEMARY KARTMAN

who acknowledged the execution thereof to be their voluntary act and deed  
before HOWARD L. HEINISCH a Notary Public, with seal,  
Douglas County, Nebraska.



My commission expires: June 16, 1964

Howard L. Heinisch  
Notary Public

25

9 45