

## DECLARATION OF PROTECTIVE COVENANTS

JAMES INVESTMENT CO. ( a corporation organized and existing under and by virtue of the laws of Minnesota, qualified to do business in Nebraska, and having an office and place of business in Douglas County, Nebraska) does hereby adopt and impose upon each and all of the lots hereinafter described the following covenants, restrictions, limitations and conditions, for the purpose of applying to, controlling and governing the ownership, encumbrance, use and occupancy of said lots, and each of them, described as follows:

Lots 21 thru 27 inclusive, Block 8; Lots 1 thru 53 inclusive, Block 12; Lots 8 thru 25 inclusive, and Lots 30 thru 45 inclusive, Block 13, Tomahawk Hills, 4th Addition, Douglas County, Nebraska

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 800 square feet in the case of a one-story structure, nor less than 650 square feet in the case of a one-half or two-story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17½ feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a two foot side yard shall be permitted for a garage or other accessory building located 25 feet, or more, from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. Public concrete sidewalks, 4 feet wide by 4 inches thick, shall be installed in front of each improved lot and on side street of improved corner lot, 5 feet inside of street curb, except along Tomahawk Boulevard the public sidewalk should be located 3 feet inside the pavement curb on each side of the street.

7. 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.

8. No structure of a temporary character trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

9. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

10. The covenants and restrictions herein set forth shall run with the land and be binding upon all persons for a period of 25 years after date hereof. At the expiration of said period, they shall be automatically extended for successive periods of 10 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.

11. Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.

12. Each of the provisions herein is several and separable. Invalidation of any such provision by judgment, decree or order of any court, or otherwise, shall in no wise affect any other provision which shall remain in full force and effect.

13. Each and every provisions hereof shall bind and inure to benefit of the undersigned, its successors and assigns, and all its grantees, both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described. The undersigned, as owner of the above described real estate, has platted and divided it into lots and blocks, and by such plat and this declaration makes public its general plan of improvement and development. All deeds of conveyances by the undersigned, its successors and assigns, or by its grantees, whether immediate or remote, shall be executed and delivered subject to these easements, restrictions, limitations, conditions and covenants, and any and all purchasers may enforce them.

IN TESTIMONY WHEREOF the said James Investment Co. has caused these presents to be executed in its corporate name by its President and its Assistant Secretary and its corporate seal to be hereunto affixed this 29th day of September, 1961.

WITNESSES:

JAMES INVESTMENT CO.

Leo Long

Judy O'Connell

James R. Wyatt  
James R. Wyatt, President.  
Rolland E. Tullen  
Rolland E. Tullen, Asst. Sec.

STATE OF MINNESOTA )  
                                  ) SS.  
COUNTY OF RAMSEY )

On this 29th day of September, 1961, before me, a Notary Public within and for Ramsey County, personally appeared James R. Wyatt and Rolland E. Tullen, to be personally known, who, being each by me fully sworn did say that they are respectively the President and Assistant Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in

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THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

STATE OF NEBRASKA  
Douglas County

Entered in Municipal Index and filed  
Record in the office of the Register of  
Deeds of said County and recorded in

Book 370 of *Miscel*  
Page 643

*Thomas J. O'Connor*  
REGISTER OF DEEDS

70/- 2800

*Suburban Properties Inc  
721 So Snelling Ave  
St Paul 16 Minn.*