

PROTECTIVE COVENANTS

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These Protective Covenants made this 1st day of April, 1978, are to run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate until March 31, 2008:

All of Lots 1 through 18, inclusive, of Barton Place, an addition to the City of Omaha, Douglas County, Nebraska.

1. 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 Protective Covenants, it shall be lawful for the other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

2. Invalidation of any of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

3. Said lots shall be used only for residential purposes.

4. 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, with a minimum of a two car built-in garage, and other out buildings incidental to residential use.

5. 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 fences shall be erected in front of the main residential structure and all weeds and grass shall be cut down to a maximum height of 6 inches above ground level. All lots shall be kept free of all types of trash and debris.

6. No trailer, basement, tent, shack, garage, barn or other out building 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.

7. Prior to the commencement of construction of any structures, the plans and specifications therefor (including elevations) shall be submitted to and approved in writing by the undersigned. The exposed front foundation walls of all main residential structures shall be constructed of or faced with brick or stone. That portion of the exposed concrete or poured foundations must be painted. Each dwelling shall have a 4 inch concrete driveway at least 18 feet in width.

8. Lots 1, 2, 3, 4, 11, 12, 13, 14, 15, 16 and 17 shall not have an above grade living area of less than 1,600 square feet. Lots 5, 6, 7, 8, 9, 10 and 18 shall not have an above grade living area of less than 1,400 square feet. For each single family dwelling there must be a built-in or attached garage not less than two cars with each stall to be a minimum size of 10 feet by 21 feet. No detached garages allowed.

9. The above square foot covenants do not apply to the present structure on Lot 4. Should the present structure be removed, the above square foot covenants would then become applicable to Lot 4 in full force and effect. Lot 4 shall also meet the requirements pertaining to private garages and public concrete sidewalks contained in these covenants no later than July 1, 1980.

10. Structures constructed in other subdivision shall not be moved onto the lots of this subdivision excepting only new manufactured housing which has been specifically approved by the undersigned.

11. Public concrete sidewalks 4 feet wide by 4 inches thick shall be constructed by the then owner of each of said lots. Said sidewalk shall be constructed and completed by the then owner at the time of completion of the main residential structure and shall be located 4 feet back of the curb line. Owners of corner lots shall construct sidewalks along each street side of the lot.

12. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, and the City of Omaha, Douglas County, Nebraska to erect, operate, maintain, repair and renew utility service lines either above or below the ground for utility service to the within subdivision; such perpetual license and easement shall be granted over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

IN WITNESS WHEREOF, the undersigned, being the owners of all of said real estate, had caused by these presence to be executed this 1st day of April, 1978.

*Ted Reeder* *Rosalie M. Reeder*  
Owner

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

NOTARY PUBLIC - State of Nebraska  
BARBARA R. ARMSTRONG  
My Comm. Exp. July 28, 1981

Now on this 1st day of April, 1978, before me, a Notary Public in and for said county, personally come Ted Reeder and Rosalie Reeder to me personally known to be the identical persons who have executed the foregoing Protective Covenants and they acknowledged their execution thereof to be their voluntary act and deed.

*Barbara R. Armstrong*