

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That we, Theresa Liebenritt, widow, James Liebenritt and Rita Liebenritt, Husband and wife; John J. Liebenritt and Rosemary Liebenritt, Husband and wife; Bernice Stanley and Stephen Stanley, wife and husband; Mildred Stephenson and William Stephenson, wife and husband; Louis C. Liebenritt and Betty Liebenritt, Husband and wife; and Adelina Sate, a widow; being owners of Pine Ridge Addition, a Replat of Block Four (A) Pierson's Subdivision, located in the S.E. One Fourth (1) of the S.E. One Fourth (1) of Section Fifteen (15), Township fifteen (15), Range Twelve (12) E. All in 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 10,000 square feet.

4. No dwelling shall be permitted on any of said lots which has a ground floor square foot area, exclusive of garages and porches, of less than 900 square feet in the case of a two story structure with an attached garage or porch and less than 800 square feet in the case of a one and one-half

5. No building shall be erected on any of the said lots nearer than 25 feet to nor farther than 35 feet from the front lot line nor nearer than five feet to any side lot line, except that on corner lots no structure shall be permitted nearer than twenty-five feet to the side street lot line.

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. 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.

8. 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.

9. 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 lawful for any other person or persons owning any other lots in said Replat, or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said covenants or restrictions and

9. (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 judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

Executed this 27th day of March, 1957.

JOINT OWNER: Theresa Liebenritt  
THERESA LIEBENRITT

JOINT OWNERS: James Liebenritt, Rita Liebenritt, John J. Liebenritt, Rosemary Liebenritt, Bernice Stanley, Stephen Stanley, Mildred Stephenson, William Stephenson, Louis C. Liebenritt, Betty Liebenritt, and Madeline White.

Theresa Liebenritt  
THERESA LIEBENRITT  
Attorney in fact.

State of Nebraska )  
County of Douglas ) ss.

On this 27 day of March, A.D., 1957, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above Theresa Liebenritt, a widow, who is personally known to me to be the same identical person whose name is affixed on the foregoing instrument, as Owner and attorney in fact and she acknowledged the signing of said instrument to be her voluntary act and deed and the voluntary act and deed of James Liebenritt, Rita Liebenritt, John J. Liebenritt, Rosemary Liebenritt, Bernice Stanley, Stephen Stanley, Mildred Stephenson, William Stephenson, Louis C. Liebenritt, Betty Liebenritt, and Madeline White.

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

Clifford G. ...  
Notary Public.

My commission expires the 8 day of June, A.D., 1961.