

RESTRICTIVE COVENANTS  
HANSEN'S COUNTRY CLUB HILLS

324 405

Property:

Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25.

in Hansen's Country Club Hills, an addition to Douglas County, Nebraska, as surveyed, plotted, and recorded.

To insure the orderly development of the above named property, the conveyance thereof is hereby made subject to these protective covenants, by the owners thereof. By accepting a conveyance of this property or a part hereof, grantee (s) thereby binds himself, his heirs, assigns, and assigns forever, to observe and perform all of said covenants as fully as if he (she or they) had joined therein.

These covenants shall run with the land, and be binding on all parties hereto, and all persons claiming by, thru, or under them until December 31, 1965, at which time said covenants shall be automatically extended for successive periods of ten years, each, unless by a vote of the then owners of a majority of said property it is agreed to change the said covenants in whole or in part.

If any of the owners of the property covered herein, their heirs, assigns, or grantees shall violate, or attempt to violate, any of these covenants, any of the owners of part or all of the property covered herein may prosecute any proceedings at law or equity against any violator, to prevent such violation, and/or to recover damages therefore.

THESE RESTRICTIVE COVENANTS ARE:

1. This property is to be used for residential purposes only, single family.
2. Any dwelling built hereon shall have a minimum first floor area of one thousand three hundred fifty square feet (1350), exclusive of porches and garages. It must have a garage with a minimum capacity of two standard full sized automobiles, the minimum floor area being at least four hundred (400) square feet.
3. Eighty percent of the exterior wall surface of the dwelling and garage must be of brick, brick veneer, stone, or stone veneer.
4. No additional accessory building may be erected hereon with an area of over three hundred square feet.
5. No structure may be erected hereon unless the plans therefore have been approved as to architectural design by the developer, Hansen & Co., their agent, successor or assignee.
6. No trailer, basement, shack, tent, garage, barn or other outbuilding, and no temporary structure hereon may be used as a residence at any time, either temporarily or permanently. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may become an annoyance or nuisance to any person on said property.
7. No radio, TV, or electronic aerial or antennas may be erected hereon except such as may be approved by the developer, Hansen & Co., their agent, successor, or assignee.
8. The front yard must have a building set back of at least fifty feet, side yard ten feet, and the rear yard 15 feet. On corner lots the side facing the side street shall have a set back of one half of the front yard set back. No accessory building may be within seventy five feet of the front lot line, nor within ten feet of the side or rear lot lines. On corner lots, accessory buildings must observe the same side line set backs on the street side as those for the house.
9. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.
10. No dirt may be removed from this property except with the permission of the developer, and in that case it shall be dumped at such point on this subdivision as developer shall direct.
11. No owner of any property in this addition shall sell, lease, or permit said premises to be occupied by any person or persons (except domestic servants and members of his family) who are not members in good standing of the HANSEN'S COUNTRY CLUB HILLS HOME OWNERS' ASSOCIATION, nor to anyone who is not eligible for membership in said association; provided however that this paragraph shall not apply to, nor prevent the good faith mortgaging or encumbering of said property; nor the transfer of said property by operation of law or in satisfaction of bona fide liens, nor shall it prevent selling, leasing, or occupying of said property by any person who has acquired same by operation of law, or in satisfaction of any bona fide liens.
12. Nothing in these covenants may restrict the construction and/or sales activities of the developer, nor the erection of temporary buildings and signs therefore.

Invalidation of any part of these covenants by judgment or court order shall not affect any

RESTRICTIVE COVENANTS  
HANSEN'S COUNTRY CLUB HILLS

BOOK 319 PAGE 101

Property: Lots five ( 5 ), six ( 6 ), ten ( 10 ), and eleven ( 11 )

In Hansen's Country Club Hills, as added to Douglas County, Nebraska, as hereinafter  
platted, and recorded.

To insure the orderly development of the above named property, the conveyance thereof is hereby  
made subject to these protective covenants, by the owners thereof. By accepting a conveyance  
of this property or a part hereof, grantee (s) thereby binds himself, his heirs, assigns,  
and grantees forever to observe and perform all of said covenants as fully as if he (she or  
they) had joined therein.

These covenants shall run with the land, and be binding on all parties hereto, and all per-  
sons claiming by, thru, or under them until December 31, 1985, at which time said covenants  
shall be automatically extended for successive periods of ten years each, unless by a vote  
of the then owners of a majority of said property it is agreed to change the said covenants  
in whole or in part.

If any of the owners of the property covered herein, their heirs, assignees, or grantees  
shall violate, or attempt to violate, any of these covenants, any of the owners of part or  
all of the property covered herein may prosecute any proceedings at law or equity against  
any violator, to prevent such violation, and/or to recover damages therefor.

THESE RESTRICTIVE COVENANTS ARE:

1. This property is to be used for residential purposes only, single family.
2. Any dwelling built hereon shall have a minimum first floor area of one thousand three  
hundred fifty square feet (1350), exclusive of porches and garages. It must have a  
garage with a minimum capacity of two standard full sized automobiles, the minimum  
floor area being at least four hundred (400) square feet.
3. Eighty percent of the exterior wall surface of the dwelling and garage must be of a  
brick, brick veneer, stone, or stone veneer.
4. No additional accessory building may be erected hereon with an area of over three  
hundred square feet.
5. No structure may be erected hereon unless the plans therefor have been approved as  
to architectural design by the developer, Hansen & Co., their agent, successor, or  
assignee.
6. No trailer, basement, shack, tent, garage, barn or other substandard, and no temporary  
structure hereon may be used as a residence at any time, or for the purpose of  
permanently. No noxious or offensive trade or activity shall be carried on hereon,  
nor shall anything be done thereon which may become an annoyance or nuisance to any  
person on said property.
7. No radio, TV, or electronic aerial or antenna may be erected hereon except such as  
may be approved by the developer, Hansen & Co., their agent, successor, or assignee.
8. The front yard must have a building set back of at least 50 feet, side yard ten  
feet and the rear yard 35 feet. On corner lots the side facing the side street  
shall have a set back of one half of the front yard set back. No accessory building  
may be within seventy five feet of the front lot line, nor within ten feet of the  
side or rear lot lines. On corner lots, accessory buildings must observe the same  
side line set backs on the street side as those for the house.
9. An easement is reserved over the rear five feet of each lot for utility installation  
and maintenance.

- 10. No dirt may be removed from this property except with the permission of the developers, and in that case it shall be dumped at such point on this subdivision as developer shall direct.
- 11. No owner of any property in this addition shall sell, lease, or permit said premises to be occupied by any person or persons (except domestic servants and members of his family) who are not members in good standing of the HANSEN'S COUNTRY CLUB HILLS HOME OWNERS' ASSOCIATION, nor to anyone who is not eligible for membership in said association; provided however that this paragraph shall not apply to, nor prevent the good faith mortgaging or encumbering of said property; nor the transfer of said property by operation of law or in satisfaction of bona fide liens, nor shall it prevent selling, leasing, or occupying of said property by any person who has acquired same by operation of law, or in satisfaction of any bona fide liens.
- 12. Nothing in these covenants may restrict the construction and/or sales activities of the developers, nor the erection of temporary buildings and signs therefore.

Invalidation of any part of these covenants by judgment or court order shall not affect any of the other parts, they remaining fully effective. Dated at Omaha, Nebraska, on Dec. 10, 1956

*Margaret A. Hansen*  
*Gladys E. Hansen*  
 Owners of above property

NOTARY PUBLIC  
 STATE OF NEBRASKA, COUNTY OF DOUGLAS, SS  
 I, *Ray G. Bolt*, Notary Public in and for Douglas County, Nebraska, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of my office.  
 My commission expires Aug. 24, 1958

Margaret A. Hansen, a widow, W. Irving Hansen & Gladys E. Hansen, husband & wife who are personally known to me, came before me, a Notary Public in and for Douglas County, Nebraska, and acknowledged the above signatures as their voluntary act and deed.

*Ray G. Bolt*  
 NOTARY PUBLIC

14. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 12 DAY March 31 AT 1:57 P.M. 3, 70  
 M. THOMAS J. O'DONNOR, REGISTER OF DEEDS