PROTECTIVE COVENANTS AND EASEMENTS

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The undersigned, Rudolph H. Cook and Myrtle I. Cook, husband and wife, being the owners of Lots 56 through 68, both inclusive, in HILLTOP MANOR FIRST ADDITION, a Subdivision of part of the East half of the North-west Quarter of Section 31, Township 16, North, Range 13 East of the 6th P.M., in Douglas County, Nebraska, do hereby state, declare and publish that all of said Lots are and shall be owned, conveyed and held under and subject to the following covenants, conditions, restrictions and easements, namely:

- 1. All of said Lots shall be known, described, conveyed, and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any parcel other than one single-family dwelling not to exceed two and one-half stories in height together with a private garage or carport contained therein or attached thereto or connected therewith by a breezeway, and such outbuildings or accessory buildings as may be approved in writing by either of the undersigned. No structure other than a permanent dwelling shall be used as a residence.
- 2. No shack, tent or other temporary structure shall at any time be erected, placed or permitted to remain in any Lot at any time, even during the time of construction of the dwelling. No building already constructed shall be moved to any Lot.
- 3. No truck or trailer shall at any time be parked on any Lot or on any driveway leading thereto, except during the course of construction, alteration or repair of a structure on the Lot or during the performance of a service. by the operator or occupant of such truck or trailer at such Lot.
- 4. No noxious or offensive activity shall be conducted or permitted on any Lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.
- 5. The main floor of all dwellings shall contain the following, minimum square foot area (exclusive of garages, carports, breezeways and porches):
 - (a) 1200 square for one-story dwellings
 - (b) 850 square feet for dwellings of more than one story

- 8. No fence more than four feet high shall be erected on any Lot, and all fences shall be of open construction.
- 9. No garden or field crops shall be grown upon that portion of any Let nearer to the street than provided for minimum building setback lines, and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.
- 10. No horses, cattle, goats, sheep or other domestic animals (except dogs and cats) poultry or fowls of any kind shall be kept or maintained on any Lot.
- 11. All excess dirt resulting from excavation, construction or otherwise shall be hauled at the expense of the owners of the respective Lots to points within this Subdivision designated by either of the undersigned for fill purposes. No such excess dirt shall be removed from said Subdivision without the prior written consent of either of the undersigned,
- 12. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water, gas and other utility lines across the five feet adjoining the mar and side lines of each. Lot as platted or each building plot if such parcel be other than a platted Lot.
- Northwestern Bell Telephone Company, Omaha Public Power District and all other public utilities now or hereafter operating within said Subdivision, their successors, lessees and assigns, jointly, to erect, operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys, anchors and other instrumentalities, and to extend thereon wires and cables for the carrying and transmission of electric current for lights, power and heat and for all telephone, telegraph and message purposes, along, over, under and upon the five feet adjoining the rear boundary lines of each of said Lots; and the undersigned reserve the right to grant similar licenses for like purposes, along, over, under and upon the five feet adjoining the side lines of each Lot as platted or each building plot if such parcel be other than a platted Lot.
- 14. In addition to the convenants herein contained each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto, except as herein otherwise provided.
- 15. The convenants conditions and restrictions herein set forth may be amended, in whole or in part, at any time by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law; and such opvenants, conditions and restrictions as thus set forth or amended shall run with the land and shall be binding upon all persons for a period of twenty years from the date hereof, at the expiration of which time they shall be automatically extended for successive periods of ten years.

overants herein contained, any other person of persons owning or cocupying any of the property becam described shall have the right to consende to prosecute any proper propertitings at law or in agusty, civil or original, against the person of persons violating or attempting a violate any such coverant, and either to preven him or them from so doing or to recover damages or other dues for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

17. Each of the provisions hereof is several and separable.

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

18. Each and every provision hereof shall find and insure to the benefit of the undersigned, their successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the Lots above described.

Rudolph A. Cook

STATE OF FLORIDA

SS

COUNTY OF VOLUSIA

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Rudolph H. Cook and Myrtle I. Cook, husband and wife, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes thereif expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of FEBRUARY, A.D. 1963, at Daytona Beach in the County and State aforesaid.

, Notary Public

State of Florida

at large

My Commission expires:

Notary Europe, Jan. 5. Joined at Large My Commission Expires June 14, 1965

The undersigned Allen H. Hoyt and Illys M. Hoyt, humband and wife, being the owners of Lot 55. Hill too Manor late Addition. Douglas County, Nebraska, do hereby declare

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