

74-949 +  
BOOK 505 PAGE 107

PROTECTIVE COVENANTS

SIGNAL HILL PARK, INC., )  
a Nebraska corporation, )  
to )  
WHOM IT MAY CONCERN: )

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Signal Hill Park, Inc., a corporation, sole owner of lots numbered 227 to 239, both inclusive; 242 to 302, both inclusive; and 323 to 359 both inclusive, in ROXBURY, a Subdivision located in the Northeast Quarter of Section 8, Township 14 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, for the mutual protection of the present owner and the subsequent owners of any of said lots does hereby covenant and declare that said lots numbered 227 to 239, both inclusive; 242 to 302, both inclusive; and 323 to 359 both inclusive, shall be owned, conveyed and used under and subject to the following covenants, conditions, easements and restrictions herein set forth.

1. That said lots shall be used for residential and institutional purposes only.
2. No building shall be erected on any of said residential lots unless the same conforms to the provisions of R5, 5th Residence District, as prescribed by the zoning ordinances of the City of Omaha, Douglas County, Nebraska.
3. No one-story dwelling shall have a ground floor area of less than 900 square feet. No one and one and one-half story dwelling or two-story dwelling shall have a ground floor area of less than 800 square feet. Each unit of a duplex must have a minimum ground floor area of 700 square feet. In the case of split-entry type of construction wherein a portion of the ground floor area is below grade or in the basement, a minimum of 800 square feet must be on the ground floor area and a minimum of 150 square feet in the area below grade or in the basement. That said areas are exclusive of porches and attached garages.
4. 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. No dwelling constructed outside Roxbury Addition shall be moved on to any of the lots covered by these covenants.
5. 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 may become an annoyance or a nuisance.
6. All lots shall provide offstreet parking for a minimum of 1 1/2 cars per single family residence or per unit in case of two-family dwellings. All single family dwellings shall have at least one car space. Multiple

8. The owner of each lot shall be responsible for repairing all cuts made in the street adjoining his lot for installing or repairing water, gas or sewer lines serving said lot and for damages done to the street by any heavy equipment used in connection with said property.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors, lessees and assigns to repair, erect, maintain, operate and renew underground cables or conduits or poles with the necessary supports, sustaining wires, crossarms, guys and anchors, and other instrumentalities and to extend thereon wires for carrying and transmission of electric current for light, heat and power, and for telephone, telegraph and message purposes along, under and over the rear 5 feet of said lots and 5 feet on each side of said lots. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein. The said reservations and license shall include the right to excavate, trim or remove trees, shrubs, vegetation or other improvements thereon if necessary provided, however, that said side lot line easement is granted upon the specific conditions that if both of said utility companies fail to construct poles and wires, buried cables, along any of said side lot lines within 36 months of the record date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, this side lot line easement shall automatically terminate and become as to such, unused or abandoned easementways.

10. No building shall be erected on any of said lots without the prior written approval of plans and specifications by Signal Hill Park, Inc., a corporation, or its duly authorized agent.

The foregoing covenants shall run with the land and each person taking title to any of the said lots agrees to be bound by any of the said covenants the same as if written into the instrument under which the person acquires title to said lot or parcel of ground.

The covenants shall be binding upon all persons for a period of 20 years from and after the date of recording of this instrument. Each of the covenants contained herein is severable and separate. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

IN WITNESS WHEREOF, Signal Hill Park, Inc., a Nebraska corporation, being the owner of all of said real estate, has executed these Covenants this 22 day of November, 1971.

Attest:

By:

Madelaine Jacobson  
President

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came Madeline Jacobson, President of Signal Hill Park, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Protective Covenants, and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was therefo affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

My Commission expires: \_\_\_\_\_  
September 1973

*Harold Ostler*  
Notary Public

