

JIZBA ADDITION

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Jaroslav A. Jizba and Lois Jizba, husband and wife, being the owners of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), being all the lots in Jizba Addition, Douglas County, Nebraska, do hereby state, declare and publish that all the above described lots are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, namely:

1. The aforesaid lots shall be occupied and used for only one of the following purposes:

- a) Single-Family Dwellings.
- b) Home Occupations.
- c) Churches.
- d) Colleges and Universities.
- e) Schools, Elementary and High.
- f) Publicly owned and operated Libraries, Museums, Parks, Playgrounds, Fire Stations, Community Buildings; Non-Commercial Recreational Uses.

Each lot shall have a front yard depth of not less than forty (40) feet, and a side yard of not less than ten (10) feet in width on each side of a dwelling, and a rear yard of not less than thirty-five (35) feet. There shall be a lot area of not less than 10,000 square feet per family.

2. 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.

3. No trailer, basement, tent, shack, garage, barn or other out-building shall be placed, erected, or used on any of the above lots as a residence.

4. None of the above stated lots shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws

square feet, not including attached garage, or 1400 square feet including attached garage. Not more than 400 square feet of floor area above described shall be allowed to the second floor for purposes of determining said minimum square footage requirements.

6. No building shall be built with a flat roof unless it has at least a 24 inch overhang on all four sides or on as many exterior walls as the building has. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said Addition until the plans and specifications have been submitted to Jaroslav Z. Jisba for his inspection, but said plans and specifications do not have to be approved by said Jaroslav Z. Jisba.

7. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of ten years unless they are changed in whole or in part by written agreement among the then owners of a majority of said lots, executed and recorded in the manner provided by law, except that the initial period of twenty years, plus all extensions, shall not exceed 99 years.

8. In addition to the covenants herein contained, each owner and occupant of any of the lots herein described shall observe and obey all valid provisions of the Zone Ordinances of the City of Omaha and of all other ordinances, laws and regulations applicable thereto.

9. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenant, and either to prevent 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 obligations for its enforce-

or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

11. Each and every provision hereof shall bind and inure 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 22nd day of December, 1955.

Jaroslav Z. Jizba  
Jaroslav Z. Jizba

Lois Jizba  
Lois Jizba

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF DOUGLAS )

On this 22nd day of December, 1955, before me, a Notary Public in and for said county and state, personally came the above named Jaroslav Z. Jizba and Lois Jizba, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and notarial seal the date last aforesaid.

Truman Clare  
Notary Public

My commission expires on the 9th day of October, 1960

