

PROTECTIVE COVENANTS

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2 May 1935

Agreement entered into by Milton C. Simon and Florence M. Simon, husband and wife, 5705 Grand Avenue, and Edward W. Harkins and Mary B. Harkins, 5620 Fowler Avenue, owners of all lots in Hickman's Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska excepting Lots 39, 40, 41, and 42 regarding Protective Covenants previously mentioned lots.

A. FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part C in their entirety shall apply to Hickman's Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska, excepting Lots 39, 40, 41, and 42.

B. RESIDENTIAL AREA COVENANTS

Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and private garage for not more than two cars.

C. DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot, at a cost of less than \$11,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

D. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

E. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

F. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

G. GENERAL PROVISIONS

Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



Milton C. Simon
Edward W. Harkins
Mary B. Harkins