

37-663

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN

The undersigned ELSHIRE INVESTMENT CO. being the owners of Lots 19 to 28 inclusive in HIGHLAND PARK, a Subdivision in Sarpy County, Nebraska, do hereby certify, publish and declare that said lots shall be conveyed, owned and held subject and subject to the covenants and restriction hereinafter set forth.

(1) All of the lots hereinabove described shall be used exclusively for residential purposes. Lots 19, 20, 21 & 22 shall be used as single family residence lots. Lots 23, 24, 25, 26, 27 & 28 may be used for two family dwellings, provided the size of the dwelling and lot area comply with the present Zoning Laws of the City of Papillion.

(2) For single family dwellings the following restrictions shall apply:

The main floor, exclusive of garage and open porches, shall have a minimum area as follows:

1. One story or split level, with garage attached, 1050 square feet.

2. One story, garage detached or in basement, 1100 square feet.

3. One and one-half or two stories, with garage attached or in basement, main floor area 750 square feet, with minimum total finished area of 1100 square feet.

(3) For all dwellings whether single family or two family the following restrictions shall apply:

(4) No building shall be erected without a one car enclosed garage.

(5) No offensive trade or activity shall be carried on upon any lot, including the raising of poultry or livestock.

(6) No trailer, basement, tent, shack, barn or other outbuilding shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(7) Sidewalks shall be constructed by each owner in front of each lot, prior to the occupancy of the residence constructed upon said lot. Said sidewalks shall be constructed of cement, four feet in width and four inches in thickness and shall be located five feet back of the street curb line.

(8) No posters or outdoor signs of any kind may be erected or placed on any part of above described premises, except only that residential "For Sale" signs not exceeding four feet square in area shall be permitted. This restriction shall not apply to the undersigned, or its initial grantee, development and sale of said subdivision.

(9) A perpetual license and easement is reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, its successors and assigns, over and under the rear five feet of each lot for utility installation and maintenance, together with five feet of the side yard of each lot adjacent to the property line for said purpose. Provided, however, if the said yard is not used for said purpose within a three year period following construction of a home on said lot, said easement shall lapse.

(10) No building or structure to be used as a residence shall be moved to or placed on any of the lots described herein.

(11) These covenants are to run with the land and shall be binding on all persons claiming under us until February 1st, 1987 at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

(12) The undersigned are not providing for setback requirements for structures in these covenants. It is the intent of the undersigned that the minimum setbacks as provided in the zoning laws of the City of Papillion shall be applicable.

FILED FOR RECORD IN SARPY COUNTY NEBRASKA FEB 2 1982

AND RECORDED IN BOOK 127

Alma R. Lindberg, Secretary

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If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said real property to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages for such violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

In validation of any one of these covenants by judgement or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In WITNESS WHEREOF, the parties have hereunto set their hands this 1st day of February 1967.

Signed this 27th day of January 1967

In the Presence of

ELSHIRE INVESTMENT
A Corporation

By J. H. Lundt President

Attest M. J. [Signature] Secretary



STATE OF NEBRASKA) On this 27th day of January 1967 before
) ss me, the undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) County personally came T. H. Lundt, President of
Elshire Investment Co. (a corporation) to me personally
known to be the President and the identical person whose name is affixed to the
above conveyance, and acknowledged the execution thereof to be his voluntary act
and deed of said corporation and that the Corporate seal of the said corporation
was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha, Nebraska in said county
the day and year last above written.



J. H. Lundt
Notary Public

My Commission expires the 11th day of October 1968.