

BRUHN'S DEVELOPMENT COMPANY, INC.

TO:

PROTECTIVE COVENANTS

WHOM IT MAY CONCERN

Bruhn Development Company, Inc., Owner of Lots 79 to 1111 Fawn Heights on West Military, a Subdivision, in Douglas County, Nebraska, being part of the Southwest One-fourth (1/4) of Section Seventeen (17), Township Sixteen (16) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska, do hereby state, declare and publish that said Subdivision/1/3 and shall be owned, conveyed, and used under and subject to the following covenants, conditions, restrictions and easements. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1982, at the expiration of which time they shall automatically extend for successive periods of ten years, unless they are changed, in whole or in part, by written agreement among them the owners of the majority of said lots, executed and recorded in the manner provided by law.

I.

No noxious or offensive trade or 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.

II.

All lots shall be used only for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot except single family residences not to exceed two stories and one-half or thirty-five (35) feet in height, private garage and outbuildings incidental to the use of the residence.

III.

No trailer, basement, shack, tent, garage, barn or other outbuildings placed or erected on any lot shall at any time be used as a residence nor shall any structure of a temporary character ever be used as a residence.

IV.

The main floor of all dwellings shall contain the following minimum square foot area exclusive of garages and porches: 1,050 square feet for one story dwellings and 700 square feet for dwellings of more than one story.

V.

VII.

When any platted lot is divided into tracts which conform with Covenant VI. hereof any tract line between platted lot lines shall be considered as a lot line for the purposes of these covenants.

VIII.

The front line of any main residence shall be not less than fifty (50) nor more than fifty-five (55) feet from the front lot lines, except that this Covenant shall not apply to Lot 119.

IX.

No building shall be erected nearer than ten (10) feet to any interior side lot line or side street line.

X.

Dwellings, constructed in another addition or location shall not be moved to any lot within this addition.

XI.

Animals shall not be bred, raised or kept for commercial purposes, nor housed closer than thirty-five (35) feet from any lot line nor bred, raised or kept in such a way as to constitute a nuisance to adjoining property owners.

XII.

Nothing contained in this instrument shall be construed as imposing any liability or any obligation for its enforcement upon the undersigned.

XIII.

No garden or field crop shall be grown upon that portion of the lot nearer to the street than provided for minimum building setbacks.

XIV.

Corner lots irrespective of which way the dwelling faces shall comply with front yard set back requirements in both streets, except that this covenant shall not apply to Lot 119.

XV.

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

above instrument as President and Secretary of said Corporation, and they acknowledge said instrument to be their voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and official seal this date last aforesaid.

*Carl K. ...*

Notary Public