

11-0001
DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

BOOK 525 PAGE 283

The undersigned, RICHARD GRANT BUILDERS, INC., a Nebraska corporation, hereinafter called "Grant", being the owner of all of the lots, to-wit:

Lots 1 to 285, inclusive, Park West, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska,

does hereby make, declare and publish that the said lots referred to are and shall be owned, conveyed and held under and subject to the following conditions and restrictions for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots, to-wit:

1. All of said lots above described, now and in the future, shall be used only for single family residential lots, and not more than one single family dwelling with garages shall be erected, altered, placed or permitted to remain on any one of said lots and such dwelling shall not exceed two and one-half (2½) stories in height together with a private garage, attached breezeways and other out buildings incidental to residential use, provided, however, that it shall be permissible to use an area greater than one lot as the site for one said residential building together with private garages, attached breezeways and other out buildings incidental to residential use. The term "lot" as used herein, shall mean a lot as now platted, the total width of which at the front line shall not be less than the width of the front lot line of either of the lots comprising a part of such parcel. All homes constructed on said lots must have two-car garages. Grant reserves the right to waive this requirement in the event that it can be shown that the size or shape of the lot will not accommodate a house meeting the requirements of these covenants with a two-car garage.

2. The ground floor enclosed area of every single family dwelling, including, but not limited to, ranch, split-level, step-up and raised ranch homes, exclusive of open porches, open breezeways, basements and garages, shall be not less than one thousand one hundred (1,100) square feet for a one-story dwelling, and not less than eight hundred sixty (860) square feet for a one and one-half or two-story dwelling.

3. Each single family dwelling constructed on any lot must have installed the equivalent of at least one and one-half bathrooms as such term is ordinarily defined in the custom and usage of the home building industry in the City of Omaha, Nebraska.

4. No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefor and a plot plan showing location and elevations of such structure have been submitted to Grant and shall have received the prior written approval of Grant as to conformity and harmony of design, location and grade with then existing structures on other lots in said subdivision. The provisions of this paragraph shall be in effect from the date hereof.

Northwestern Bell Telephone Company, and their respective successors and assigns, to place, install, erect, operate, maintain, repair, replace and renew underground cables and conduits, and in connection thereof to extend wires for the carrying and transmission of electric current for light, heat and power and for telephone, telegraph and message service under and through a five-foot strip of land adjoining the rear and side boundary lines of all lots in said subdivision, said license being granted for the use and benefit of all present and future owners of lots in said subdivision, provided, however, that said sideline easement is granted upon the condition that if both of said companies fail to install cables or conduits along any such side lot line within thirty-six (36) months after the date hereof or if any such installation is made but is thereafter removed without replacement within sixty (60) days after such removal, then said easement shall automatically terminate and become void with respect to such side lot line.

6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground or place for rubbish, trash, garbage or other waste. All incinerators, containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, either temporarily or permanently. Dwellings constructed in another addition or location shall not be moved to any lot within this subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No fence shall be erected or permitted to remain on any lot in front of the minimum building setback line applicable thereto.

8. Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof.

9. All exposed foundations of homes constructed on said lots shall be painted in such color or colors as to harmonize with the paint, stain or color of the house so constructed. All exposed foundations facing the front of each improved lot shall be bricked or painted, poured brick, formed foundations.

10. No single family dwelling shall be erected within 100 feet in any direction from a dwelling which has been constructed or planned for construction with a substantially identical architectural design. In the event that the design of a particular living unit building upon the subject premises should require an overhanging roof, the overhang shall be a minimum of 18 inches.

inure to the benefit of and apply to the undersigned, its respective successors and assigns, and its grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots until January 1, 1995, at which time said provisions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, its respective successors and assigns, or its grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent or restrain such violation to recover damages therefor, and to have such other relief and remedies as law or equity may allow.

14. The provisions herein contained are in pursuance of a general plan of improvement and development; each provision is several and separable, and an invalidation of any such provision shall not affect the validity of any other provision. Grant reserves and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots in cases where in Grant's discretion Grant deems such modification or waive to be necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by Grant.

15. All rights, powers and privileges herein reserved by or vested in Grant shall in all respects inure and apply to Grant's respective successors and assigns so long as such rights, powers and privileges are specifically assigned by Grant.

16. Nothing herein contained shall in any way be construed as imposing under the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions.

DATED this 6 day of August, 1973.

RICHARD GRANT BUILDERS, INC.

Attest:

Robert L. Kersch
Secretary

By [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 6 day of August, 1973.

8025
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
AUGUST 19 1973
DAY OF August 1973
G. HAROLD OSTLER, REGISTER OF DEEDS

43