

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners on all or any part of the following described real estate, to-wit:

Lots One (1) through Ten (10), both inclusive, in Peterson Addition to the city of Omaha, Douglas County, Nebraska, Being located within the SW<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> of section 31, Township 16 north range 13 East of the 5th P.M., Douglas County, Nebraska.

These covenants are to run with the land and shall be binding on all the parties and persons claiming under them until 1930, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the present or future owners of any of said lots or their grantees, heirs, or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or inequity 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 herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of the provisions by the undersigned except by option of the undersigned.

Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

A. All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lot other than one detached single family dwelling, not to exceed two stories in height and a one or two car garage.

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B. No building shall be erected on any residential building plot nearer than thirty-five (35) feet to nor farther than thirty-five (35) feet from the front lot line, nor nearer than Seven (7) feet to any side lot line.

C. No residential lot shall be resubdivided into building plots having less than seven thousand five hundred (7,500) Square feet of area or a width of less than Sixty (60) feet each, nor shall any building be erected on any residential building plot having an area of less than seven thousand five hundred (7,500) square feet.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be permitted as a residence.

E. Title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

F. In any case no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than one thousand (1,000) square feet, in the case of a one story structure nor less than seven hundred twenty (720) square feet in the case of a one and one-half or two-story structure.

G. 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.

H. No animals, livestock, or poultry of any kind shall be kept on any said lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

I. A perpetual easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

IN WITNESS WHEREOF, Thomas E. Ramm and Rita A. Ramm have hereunto affixed their hands this 7 day of 1/1/1968.

*Thomas E. Ramm*

*Rita A. Ramm*

1964-1965

On this 7th day of ~~July~~, 1964, before me, the undersigned, a Notary Public, duly commissioned, qualified for and acting in said county, personally came Thomas E. Rahn and [unclear] to be known to be the identical persons whose names are set forth in the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

*[Signature]*  
Notary Public

My commission expires:



407  
11/11

10/11/64  
10/11/64

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223

**RESIDENTIAL SUBDIVISION COVENANTS**

**ARTICLE I - SCOPE OF COVENANTS**

The undersigned hereby declare that the following covenants shall run with the land and shall be binding on all persons and their heirs and assigns as all or any part of the same, to-wit:

Lots (1) through (20), being certain lots in Section 11, Township 12N, Range 10E, Douglas County, Nebraska, being the same as 1/4 of the SW 1/4 of Section 11, Township 12N, Range 10E, Section 13, Range 10E, Township 12N, Douglas County, Nebraska.

These covenants are to run with the land and shall be binding on all the parties and their heirs and assigns, and shall be enforceable for the period of ten (10) years, during which time the said covenants shall be automatically renewed for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots, it is found desirable to terminate the same.

At the present or future owners of any of said lots or their executors, heirs, or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any person or persons owning any part of said lots to institute any proceedings at law or in equity against the violator, and to prevent him or them from so doing or to receive damages or other relief for such violation.

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

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

A. All lots described herein shall be used, developed and used solely as residential lots, and no structure shall be erected on any residential building lot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.

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B. No building shall be erected on any residential building plot nearer than thirty-five (35) feet to nor farther than thirty-five (35) feet from the front lot line, nor nearer than seven (7) feet to any side lot line.

C. No residential lot shall be re-subdivided into building plots having less than seven thousand five hundred (7,500) square feet of area or a width of less than sixty (60) feet each, nor shall any building be erected on any residential building plot having an area of less than seven thousand five hundred (7,500) square feet, except that Lot 7 and Lot 8 may be re-subdivided so that Lot 7 shall have a width of 57.5 feet and Lot 8 a width of 58 feet.

D. No trailer, basement, tent, shack, garage, barn or other building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be permitted as a residence.

E. Titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

F. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than one thousand (1,000) square feet in the case of a one-story structure nor less than seven hundred twenty (720) square feet in the case of a one and one-half or two-story structure.

G. 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.

H. No animals, livestock, or poultry of any kind shall be kept on any of said lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

I. A perpetual easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

IN WITNESS WHEREOF, Thomas E. Ramm and Rita A. Ramm have hereunto affixed their hands this 27 day of March, 1964.

Thomas E. Ramm  
Thomas E. Ramm

Rita A. Ramm  
Rita A. Ramm

STATE OF NEBRASKA )  
 ) ss.  
County of Douglas )

On this 27 day of March, 1964, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Thomas E. Ramm and Rita A. Ramm, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

*[Signature]*  
Notary Public

My commission expires:



*Ms*

*410 657*

RECEIVED  
MAR 27 1964  
DOUGLAS COUNTY, NEBRASKA