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ROBERT C. MCGOWAN
JOSEPH A. TROIA

October 23, 1964

Mr. Boyd Claussen
Planning Department
City Hall
Omaha, Nebraska

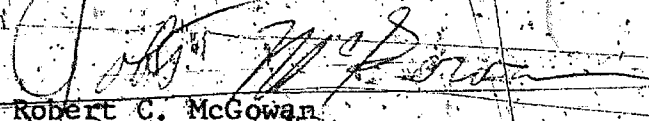
Dear Mr. Claussen:

Enclosed is our check for \$13.25 payable to the Register of Deeds to pay for the recording fee of the Covenants with reference to Sedlacek Terrace which you have in your possession.

As far as the dates on the Covenants are concerned, please insert a date which is subsequent to the approval of the plat.

Very truly yours,

McGOWAN & TROIA



Robert C. McGowan

RCMcG:ema
Encl.

RECEIVED
OCT 26 1964
CITY PLANNING DEPARTMENT
OMAHA, NEBRASKA

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That we, Frank S. Sedlacek and Anna R. Sedlacek, husband and wife, being the owners of all of the lots located in Sedlacek Terrace, a Subdivision in Douglas County, Nebraska, do hereby declare that all of the lots in said Sedlacek Terrace are and shall be owned, held and conveyed under and subject to the following covenants, conditions, restrictions and easements, to-wit:

1. These covenants and restrictions set forth herein shall be binding upon all persons for a period of twenty-five (25) years from and after the date of recording this instrument.
2. All lots in said addition shall be known, described and used solely as residential lots.
3. No dwelling shall be permitted on any of said lots which has a ground floor area, exclusive of garages and porches, of less than 1,200 square feet in the case of a one story structure, and no dwelling shall be permitted on any of the said lots which has a ground floor area, exclusive of garages and porches, of less than 900 square feet on the main floor in the case of a one and one-half story or two story structure.
4. All dwellings constructed on said lots shall have an attached garage for at least one car.
5. In all cases where the foundation of any dwelling is not constructed of concrete blocks, the portion of the foundation exposed above ground shall be covered with brick or stone.

said lots, sidewalks shall be constructed according to specifications of the City of Omaha.

7. There shall be no change in the grade of any lots without prior written permission of the undersigned and/or their heirs.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of the said lots shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be permitted as a residence. No structures already built shall be moved onto any lot or building site within Sedlacek Terrace.

9. The owners of each lot, vacant or improved, shall keep said lot free from weeds and debris, and shall not permit any noxious or offensive trade or activity to be carried on upon said lot. 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 they are not kept, maintained or bred for any commercial purpose.

10. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, and all public utility companies now or hereafter operating within said Sedlacek Terrace, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, crossarms, guys and anchors, and other instrumentalities

necessary for the conduct of the utility business.

feet of Lots 3 and 14, Block 2.

11. 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 the covenants or restrictions herein set forth, it shall be lawful for any other persons or persons owning any other lots in said Sedlacek Terrace, or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said covenants or said restrictions and either to prevent him or them from so doing or to recover damages resulting from such violation or violations. This paragraph shall not be construed as imposing upon any person or persons the duty of enforcing any one or all of these covenants or restrictions.

Invalidation of any one of these covenants by a judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

Executed this 9th day of December, 1964.

Frank S. Sedlacek
 Frank S. Sedlacek

Anna R. Sedlacek
 Anna R. Sedlacek



STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

On this 9th day of December, 1964, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above Frank S. Sedlacek and

FRANK S. SEDLACEK and
ANNA R. SEDLACEK, et al

to

WHOM IT MAY CONCERN

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AMENDED
PROTECTIVE
COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That Jack Norman Jensen and Frances Ann Jensen, Husband and Wife, owners of Lot 4, Block 1; Stephen H. Budzinski and Sherry L. Budzinski, Husband and Wife, owners of Lot 9, Block 1; Debra W. Tuel and Wallace E. Tuel, Wife and Husband, contract purchasers of Lots 7 and 8, Block 1 and Frank S. Sedlacek and Anna R. Sedlacek, Husband and Wife, owners of all other lots in Sedlacek Terrace, an Addition in Douglas County, Nebraska, do hereby declare that all of the lots in said Sedlacek Terrace are and shall be owned, held and conveyed under and subject to the following covenants, conditions, restrictions and easements, to-wit:

1. These covenants and restrictions set forth herein shall be binding upon all persons for a period of twenty-five (25) years from and after the date of recording this instrument.
2. All lots in said addition shall be known, described and used solely as residential lots.
3. No dwelling shall be permitted on any of said lots which has a ground floor area, exclusive of garages and porches, of less than 900 square feet in the case of a one-story structure, and no dwelling shall be permitted on any of the said lots which has a ground floor area exclusive of garages and porches, of less than 900 square feet on the main floor in the case of a one and one-half story or two-story structure.
4. All dwellings constructed on said lots shall have off street parking for at least two (2) cars.
5. On completion of a dwelling constructed on any of said lots, sidewalks shall be constructed according to specifications of the City of Omaha

8. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, and all public utility companies now or hereafter operating within said Sedlacek Terrace, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, crossarms, guys and anchors, and other instrumentalities necessary for the conduct of the utility business along, across, over and under the rear five feet of each lot and east five feet of Lots 1 and 13, Block 1, and the east five feet of Lots 3 and 14, Block 2.

9. 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 the covenants or restrictions herein set forth, it shall be lawful for any other person or persons owning any other lots in said Sedlacek Terrace, or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said covenants or said restrictions and either to prevent him or them from so doing or to recover damages resulting from such violation or violations. This paragraph shall not be construed as imposing upon any person or persons the duty of enforcing any one or all of these covenants or restrictions.

Invalidation of any one of these covenants by a judgment or a court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

DATED: At Omaha, Nebraska, this 2nd day of May, 1980.

Jack Norman Jensen Frances Ann Jensen
Stephen H. Budzinski Sherry L. Budzinski
Debra W. Tuel Wallace E. Tuel
Frank Sedlacek Anna R. Sedlacek

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned, a Notary Public, in and for said County, personally came JACK NORMAN JENSEN and FRANCES ANN JENSEN, Husband and Wife; STEPHEN H. BUDZINSKI and SHERRY L. BUDZINSKI, Husband and Wife; DEBRA W. TUEL and WALLACE E. TUEL, Wife and Husband; and FRANK S. SEDLACEK and ANNA R. SEDLACEK, Husband and Wife, to me personally known to be the identical persons whose names are affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be their voluntary act and deed.