## PROTECTIVE CONDINOTS AND RESTRICTIONS

## PART'A, PREMILE .

In the owner of all lots bereinsfler described in Manufacture Milester, a subdivision in the County of Douglas, State of Milester, and is desirous of placing proper restrictions on said lots;

### PART D. AREA OF APPLICATION

HOW THEREFORE, the following covenants and restrictions are hereby placed upon Lots One (1) through Twenty-one (21), inclusive.

### PART C. RESTRICTIONS

- C-1. No dealling having a ground floor assa, explanive of portion, breastance, temports and garages, of loss than 900 square feet in the case of a con-story structure, nor loss than 700 square feet in the case of a one and one-half of two-story structure, shall be permitted our any lot.
- C-2. No mexicus or offensive activity shall be carried on upon any lot; nor shall anything be done thereon which may be, or may become, an antispance or malesace to the saighborhood,
- C-1. Do extrustrary of a temporary character, trailer, becoment, and, charles, because catholistic shall be exceed upon, or seed, on one let any time as a templostary differ temporarily or personnelly, and the contest of any let shall be maintantially completed in the contest of the contest
- C.A. Buildings shall not be parell from extention of burningshed Building published to buy lot utstand that and trainings.
- Col. Dable conserve (Marrille int less than four feet with the control of the con
- C-6. In pushels, Lipentruck or publicy of any kind shall be pushed, how on high so any let, except that dogs, care or other boundald public may be hapt, provided they are not hapt, held or maintained for any
- C-7. To succeed building succeeding, book or coulding shall be left supposed on said lot special during section, building speciations. The said succeeding succeeding

#### PART D. GENERAL PROVISIONS

D-1 A perpetual license and essement is hereby reserved in favor of and granted to the Morthwestern Sell Telephone Com and the Omaha Public Power District, their successors and assis to install, lay, construct, renew, operate and maintain conducts. cables, poles and wires, overhead and underground, with all nee sary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and talephone service under and upon a five (5) fast strip of land adjaining the rear and side boundary lines of all said lets described in Part 8. Said side boundary line easements are greated upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, pales or wires along any of said side boundary lines within thirty-six (36) months of late hereof or any of said equipment is constructed but thereafter removed without replacement within eixty (50) does of its rem then this easement shall putomatically terminate and the as to such unused or abandoned essentiations. To promi or trees shall be placed in said essensets, art as cardens, shrubs, landscaping and other purposes that do not ti later interfere with the aforesaid uses or the rights barels record

- 0-2. A perpetual license and right is bornly reserved unto and granted to Sanitary and Emprovement Mistrict S. S. Couglas County, Nebreska, and to the City of Coulo. Electronic employees and representatives, to enter the country could estate for purposes of flapoeting sanitary could rections, maintenance, and type of sounge being discharged into each sowers.
- D-3. These coverages shall rem with the last and shall be binding on all parties and all persons claiming under the for a period of twenty-five (25) years from the date those countries on recorded, and shall be automatically removed for the periods thereafter, unless a sajerity of the the countries of the agree in writing for the modification or removation of the same of the

0-4. Inforcement shall be by proceedings of low or in equity against any person, or persons, violating or extensible to violate any covenant, either to restrain violation or to cover isospec.

or court order shall in no wise affect any of the other probability which shall continue to remain in full force and offert.

IN WITHESS WICKER, the undereigned, being the state of th

VALLEY IN CONTRACTOR

ATTEST:

"H-18-

Milare I. Friedrich Problems

On the date Lost shiper relition, before on, the undereigned, a bettery Public in and for said County, personally case Miliard I. Printens. President of Miliary to Corporation, to se pursonally known to be the President and the Linetiani person whose most is affixed to the foregoing fosterward, and adminished the execution thereof to be the miliatory set and door to cook officer and the uniquety set and door of the maid exponential and that the Corporate Soul of the maid emparation and that the Corporate Soul of the maid

MEDICAL by head and Notarial Such at Ombo in east County in the date last show written.

In Contrator Contract 2 -/4-42

March 182

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# PROTECTIVE COVENANTS AND RESTRICTIONS

## PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas, the undersigned is the owner of all lots hereinafter described in HUMMINGBIRD HEIGHTS, a subdivision in the County of Douglas, State of Nebraska, and is desirous of placing proper restrictions on said lots;

## PART, B. AREA OF APPLICATION

NOW THEREFORE, the following covenants and restrictions are hereby placed upon Lots Twenty-Two (22) through One Hundred Thirty-Seven (137), inclusive.

# PART C: RESTRICTIONS

- C-1. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 900 square in the case of a one-story structure, nor less than 700 square feet in the case of a one-and-one-half or two-story structure, shall be permitted on any lot.
- any lot, nor shall anything be done thereon which may be, on may become, an annoyance or nuisance to the neighborhood.
- C-3. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time, as a residence reither temporarily or permanently. Any dwelling constructed on any lot shall be substantially completed in all respects prior to occupancy thereof.
- C-4. Dwellings shall not be moved from outside of Hummingbird Heights subdivision to any lot within this subdivision.
- c-5. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any
- C-6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other house hold pets may be kept, provided they are not kept, bred or maintained for any compercial purpose.
- C-7. No junused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worm out or discarded automobiles, machinery or vehicles or parts thereof shall be

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### PART D. GENERAL PROVISIONS

- A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.
- D-2. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and to the City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers.
- binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, and shall be automatically renewed for successive ten-year periods thereafter, unless a majority of the then owners of such lots agree in writing for the modification or revocation of these covenants.
- D-4. Enforcement shall be by proceedings of law or in equity against any person, or persons, violating or attempting to violate any covenant; either to restrain violation of to recover damages.
- D-5. Invalidation of any one of these covenants by pagment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants and Restrictions, this day of 1968.

Robert H. Petersen (Trustee)

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

a Notary Public in and for said County, personally came Robert H. Petersen (Trustee), to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

witness my hand and notarial seal at Omaha, in said County, on the date last above written.

on the date last above written.

Notary Public

Notary Public

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