PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the real estate hereinafter described until January 1, 1985.

If said present or future owners, or any of them, 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 hereinafter described to prosecute any proceedings at law or in equity 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.

Invalidation of any of these Covenants by judgment or court order shall in no way affect the validity and enforceability of any of the other provisions herein contained.

A. All lots in the addition hereinafter described shall be used only for residential purposes, or for church, educational or charitable uses.

B. No structures shall be erected, altered, placed, or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling or two-family dwelling not to exceed two and one-half stories in height and a private garage or car port for not more than two cars and attached breezeways or other out-buildings incidental to residential uses.

C. No residential structures shall be located on any residential building plot nearer than thirty-five feet to the front lot line, nor shall any structure, except a detached private garage, be located nearer than five feet to any side line of any building plot; provided however that the provisions of this paragraph shall automatically be amended pro tanto as to any lot or lots for which the Board of Appeals of the City of Omaha, Nebraska shall determine and permit a lesser set back or side yard distance.

D. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand (5,000) square feet and such a plot of said minimum dimensions, when used for residential purposes, is herein defined as a "residential building plot".

E. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than seven hundred fifty (750) square feet.

H. These Protective Covenants shall hereafter apply to Lot Forty-one (41) and Lots One hundred Ten (110) through Two Hundred Sixty-three (263), (both inclusive) in Karen, an Addition in Douglas County, Nebraska.

I. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Co., Omaha Public Power

Omaha and all public utility companies now or hereafter operating within said Addition, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service along, across, over and under the five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said addition; Except that as to Lots Two Hundred Twenty-four (224) through Two Hundred Fifty (250) both inclusive), said license shall also cover that part of said lots which lies westerly from a line drawn parallel to and one hundred (100) feet westerly from the front or easterly line of said lots. Said license is hereby granted for the use and benefit of all present and future owners of lots in said Addition.

IN WITNESS WHEREOF, the undersigned, being the owner of all of said real estate, has caused these presents to be duly executed this 31st day of May, 1955.

ATTEST: D & M CO.

W. L. Smith
Secretary

By: Don Decker
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 31st day of May, 1955, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of D & M Co., to me personally known to be the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

My Commission expires the 15 day of Sept. 1958.

Gerald F. Jones
Notary Public

13.
FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 17.50
14 DAY June 1955 AT 2:45 P.M. THOMAS J. O'BRIEN, REGISTER OF DEEDS

200 885

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the real estate hereinafter described until January 1, 1967.

If said present or future owners, or any of them, 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 hereinafter described to prosecute any proceedings at law or in equity 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.

Invalidation of any of these Covenants by judgment or court order shall in no way affect the validity and enforceability of any of the other provisions herein contained.

A. All lots hereinafter described in the addition hereinafter described shall be used only for residential purposes or for church, educational or charitable uses.

B. No structures shall be erected, altered, placed, or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling or two-family dwelling not to exceed two and one-half stories in height and a private garage or car port for not more than two cars and attached breezeways or other out-buildings incidental to residential uses.

C. No residential structures shall be located on any residential building plot nearer than thirty-five feet to the front lot line, nor shall any structure, except a detached private garage, be located nearer than five feet to any side line of any building plot; provided however that the provisions of this paragraph shall automatically be amended pro tanto as to any lot or lots for which the Board of Appeals of the City of Omaha, Nebraska shall determine and permit a lesser set back or side yard distance.

D. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand (5,000) square feet and such a plot of said minimum dimensions, when used for residential purposes, is herein defined as a "residential building plot".

E. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than seven hundred fifty (750) square feet.

H. These Protective Covenants shall hereafter apply to Lots One (1) to Forty (40), both inclusive, and Lots Forty-two (42) to One Hundred Nine (109), both inclusive, and Lots Two Hundred Sixty-five (265) to Two Hundred Seventy (270), both inclusive, in Karen, an Addition in Douglas County, Nebraska.

200 866

I. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Co., Omaha Public Power District and all public utility companies now or hereafter operating within said Addition, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service along, across, over and under a five (5) foot strip of land adjoining the rear and side boundary lines of said lots and also Lots Two Hundred Sixty-four (264) and Two Hundred Seventy-one (271), in said Addition, together with allowance for necessary overhang. Said license is hereby granted for the use and benefit of all present and future owners of lots in said Addition.

IN WITNESS WHEREOF, the undersigned, being the owner of all of said real estate, has caused these presents to be duly executed this 3rd day of August, 1955.

ATTEST: D & M CO.

W. L. Smith, Secretary

By: Don Decker, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of August, 1955, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of D & M Co., to me personally known to be the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and dead of said corporation.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

My Commission expires the 25 day of March 1959

Mamie J. Kelly, Notary Public

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Filed in Mortgage Book and Recorded in the Register of Deeds Office in Douglas County, Nebraska
9 Aug 3:54 P.M. Thomas J. McDonald, Register of Deeds 31 55