

PROTECTIVE COVENANTS

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1974, at which time said Covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision 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 wise affect any of the other provisions which shall remain in full force and effect:

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be erected nearer to the front lot line nor nearer to the side street line than permitted by the City of Omaha, Douglas County, Nebraska. In any event, no building shall be located on any residential building plot nearer than thirty-five (35) feet to the front lot line nor nearer to any side street line as provided by the City of Omaha, Douglas County, Nebraska. No building except a detached garage or other outbuildings located thirty-five (35) feet or more from the front lot line shall be located nearer than five (5) feet to any side lot line. No residence or attached appurtenance shall be erected on any lot further than 40 feet from the front lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet or a width of less than 50 feet at the front building setback line.

D. 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.

E. 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 used as a residence.

F. The ground area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet in the case of a one-story structure and 650 square feet in the case of a 1 1/2 or 2 story structure.

G. An easement is reserved over the rear 5 feet of each lot, and over 2 feet adjoining each side lot line, for utility installations and maintenance.

APPROVED AND SIGNED as to: Property with the following description: Lots 1 to 14 both inclusive, Block 1; Lots 1 to 5 both inclusive, Block 2; Lots 1 to 8 both inclusive, Block 3; Lots 1 to 36 both inclusive, Block 4; Lots 1 to 22 both inclusive, Block 5; all being in the Alacher Homes, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska

Dated this 7th day of April A.D., 1954

STATE OF NEBRASKA,

County of DOUGLAS

On this 7th day of April A.D., 1954

before me, the undersigned a Notary Public in and for said County, personally came the above named Albert J. Schaefer President, and Margaret H. Gilman, Secretary, of SCHAEFER-GILMAN CONSTRUCTION CO., INC. who are personally known to me to be the identical persons whose names are affixed to the above Protective Covenants as President and Secretary of said corporation, and they acknowledged said instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and official seal this date last aforesaid.

B. H. Kaufman

Notary Public.



18  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
13 DAY April 1954 AT 10:58A M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 23.50

MODIFICATION INSTRUMENT

BOOK 236 PAGE 23

WHEREAS, an instrument described as "Protective Covenants" was executed on April 7, 1954 by Schafer-Culmsee Construction Co., Inc., a Nebraska corporation, covering the following described property:

Lots 1 to 14 both inclusive, Block 1; Lots 1 to 5 both inclusive, Block 2; Lots 1 to 8 both inclusive, Block 3; Lots 1 to 36 both inclusive, Block 4; Lots 1 to 22 both inclusive, Block 5; all being in Alscher Homes, an addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska; and

WHEREAS, Schafer-Culmsee Construction Co., Inc. reserved an easement over two (2) feet adjoining the side lot lines on each of said lots for utility installation and maintenance; and

WHEREAS, utilities have been installed and are available to all of the said lots, without necessity of further installations of any kind; and

WHEREAS, confusion might arise because of the reservation in the said instrument of an easement over two (2) feet adjoining each side lot line,

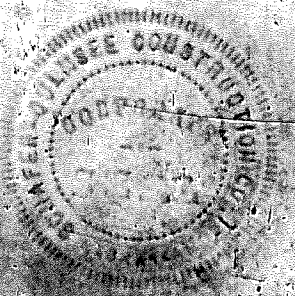
NOW, THEREFORE, Schafer-Culmsee Construction Co., Inc. does by this instrument hereby release the said easement and all rights thereunder appertaining to two (2) feet adjoining the side lot lines on all of said lots.

This instrument is dated this 28 day of February, 1955, and is executed pursuant to authority duly vested in the President and Secretary of the said Company by its Board of Directors.

SCHAFER-CULMSEE CONSTRUCTION CO., INC.

By Albert J. Schafar  
President

Margaret M. Culmsee  
Secretary



STATE OF NEBRASKA)  
                                  ) ss.  
COUNTY OF DOUGLAS)

On this 28 day of February A.D., 1955 before me, the undersigned a Notary Public in and for said County, personally came the above

named Albert J. Schafar President, and Margaret M. Culmsee Secretary,

of SCHAFER-CULMSEE CONSTRUCTION CO., INC., who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said