

BRIDGEFORD ADDITION
PROTECTIVE COVENANTS AND EASEMENTS

December 8, 1959

The undersigned, BRIDGEFORD REALTY COMPANY, a Nebraska Corporation, being the owner of Lots 6 through 14 inclusive and the Easterly ten and nine-tenths (10.9) feet of Lot 5, Block 5; and Lots 39, 45, 46 and 47 in Block 2; all in Bridgeford Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby state, declare and publish that all of said lots are and shall be owned, conveyed, and held under and subject to the following covenants, restrictions and easements, to-wit:

I.

All lots above described shall be known as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling.

II.

No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building lot nearer than thirty-five (35) feet to the front lot line, nor nearer than seventeen and one-half (17-1/2) feet to any side street line. No building, except a detached garage or other outbuilding located sixty-five (65) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

III.

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No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand (5,000) square feet or a width of less than forty-five (45) feet at the front building setback line.

IV.

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.

V.

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 nature be used as a residence.

VI.

No dwelling shall be permitted on any lot at a cost of less than Six Thousand Dollars (\$6,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than six hundred seventy (670) square feet for a one-story dwelling, nor less than six hundred (600) square feet for a dwelling of more than one story.

VII.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1963, at which time said covenants shall automatically be extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change

Said covenants in whole or part.

VIII.

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 subdividing 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.

IX.

Invalidation of any one 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.

X.

Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation, or requirement for its enforcement.

XI.

The undersigned hereby grants a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors, lessees, 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 carrying and transmission of electric current for lights, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of said lots for the use and benefit of the owners and occupants thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its president and its corporate seal to be affixed hereto.

Bridgeford Realty Company, Trustee, Executors and Assignees



BRIDGEFORD REALTY COMPANY, a Nebraska Corporation

Irwin Bridgeford
President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 16th day of December, 1951, before me, the undersigned, a Notary Public in and for said County, personally came Irwin Bridgeford, President of the Bridgeford Realty Company, to me personally known to be the president and 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 the said Bridgeford Realty Company, and the corporate seal of the said Bridgeford Realty Company was thereto affixed by its authority.

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

J. Farrell Clemens
Notary Public



BRIDGEFORD ADDITION
PROTECTIVE COVENANTS AND EASEMENTS

December 22, 1952

The undersigned, ADRIAN L. PAASSE, TRUSTEE, Omaha, Nebraska, being the owner of Lots 12 to 13 inclusive, Block 1, and Lots 14 to 25 inclusive, Block 2, Bridgeford Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby state, declare and publish that all of said lots are and shall be owned, conveyed, and held under and subject to the following covenants, conditions, restrictions and easements, to-wit:

I.

All lots above described shall be known as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwellings, except that two family dwellings may be erected and maintained on Lots 17 to 25 inclusive, Block 2, Bridgeford Addition.

II.

No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. 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 than seventeen and one-half (17-1/2) feet to any side street line. No building, except a detached garage or other outbuilding located sixty-five (65) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

III.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand (5,000) square feet or a width of less than forty-five (45) feet at the front building setback line.

IV.

No noxious or offensive trade or activity shall be carried on upon any

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V.

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.

VI.

No dwelling shall be permitted on any lot at a cost of less than Six Thousand Dollars (\$6,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than six hundred seventy (670) square feet for a one-story dwelling, nor less than six hundred (600) square feet for a dwelling of more than one story.

VII.

The easement affecting Lots 4 to 22 inclusive, and Lot 25, Block 2, Bridgeford Addition, is reserved as shown on the recorded plat for drainage way purposes.

VIII.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1962, at which time said covenants shall be automatically extended for successive periods of ten (10) 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.

IX.

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 pre-

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I.

Invalidation of any one 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.

II.

Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation, or requirement for its enforcement.

XII.

The undersigned hereby grants a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors, lessees, 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 carrying and transmission of electric current for lights, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of said lots for the use and benefit of the owners and occupants thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal the day and year first above written.

Adrian L. Paasse
ADRIAN L. PAASSE, TRUSTEE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22 day of December, 1952, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came ADRIAN L. PAASSE, TRUSTEE, to me known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



BRIDGEFORD ADDITION
PROTECTIVE COVENANTS AND EASEMENTS

October 24, 1932

The undersigned, ADRIAN L. FAARCE, TRUSTEE, Omaha, Nebraska, being the owner of Lots 1 to 11 inclusive, Block 1, and Lots 1 to 3 inclusive, Block 2, Bridgeford Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby state, declare and publish that all of said lots are and shall be owned, conveyed, and held under and subject to the following covenants, conditions, restrictions and easements, to-wit:

I.

All lots above described shall be known as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling, except that a two family dwelling may be erected and maintained on Lots 1 and 2, Block 1, Bridgeford Addition.

II.

No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. 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 than seventeen and one-half (17-1/2) feet to any side street line. No building, except a detached garage or other outbuilding located sixty-five (65) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

III.

No residential structure shall be erected or placed on any building plot which plot has an area of less than five thousand (5,000) square feet or a width of less than forty-five (45) feet at the front building setback line, except Lot 10, Block 1, which shall have a width of not less than forty (40) feet at the front building setback line.

IV.

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

V.

NO UTILITY, TELEPHONE, GAS, WATER, SEWER, OR OTHER UTILITIES created 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.

VI.

No dwelling shall be permitted on any lot at a cost of less than Six Thousand Dollars (\$6,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than six hundred seventy (670) square feet for a one-story dwelling, nor less than six hundred (600) square feet for a dwelling of more than one story.

VII.

The easement affecting Lot 3, Block 2, Bridgford Addition, is reserved as shown on the recorded plat, for drainage way purposes.

VIII.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1962, at which time said Covenants shall be automatically extended for successive periods of ten (10) 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.

IX.

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 subdivisions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and to prevent him or them from so doing or to recover damages or other relief for such violation.

I.
Invalidation of any one 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.

II.
Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation, or responsibility for the same.

III.
The undersigned hereby grants a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, jointly, their successors, assigns, and assigns, to erect and operate, maintain, repair and renew poles and the necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for lights, heat and power, and for all telegraph, telephone and message purposes, along the rear and side boundary lines of said lots for the use and benefit of the owners and occupants thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal the day and year first above written.

Charles L. Farnham
CHARLES L. FARNHAM

STATE OF NEBRASKA }
COUNTY OF DOWNEY }

On this 12th day of October, 1951, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county, personally appeared CHARLES L. FARNHAM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and intent therein expressed.

Thomas J. [Signature]



BRIDGEFORD ADDITION
PROTECTIVE COVENANTS AND EASEMENTS

August 18, 1954

The undersigned; Bridgeford Realty Company, a Nebraska Corporation, being the owner of Lots 7 through 17, both inclusive, Block 4, Bridgeford Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded; and Lots 10 through 24 both inclusive, Block 3, Bridgeford Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby state, declare and publish that all of the said lots are and shall be owned, conveyed, and held under and subject to the following covenants, restrictions and easements, to-wit:

I.

All lots above described shall be known as residential lots; No structures shall be erected, altered, placed or permitted to remain on a residential plot other than one single family dwelling.

II.

No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building lot nearer than thirty-five (35) feet to the front lot line, nor nearer than seventeen and one-half (17-1/2) feet to any side street line. No building, except a detached garage or other outbuilding located sixty-five (65) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

III.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand (5,000) square feet or a width of less than forty-five feet at the front building setback line.

IV.

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

V.

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 nature be used as a residence.

VI.

No dwelling shall be permitted on any lot at a cost of less than Six Thousand Dollars (\$6,000) based upon the cost levels prevailing at the date of these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality and workmanship and materials substantially the same or better than that which can be procured on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than six hundred seventy (670) square feet for a one-story dwelling, nor less than six hundred (600) for a dwelling of more than one story.

VII.

The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1963, at which time, said covenants shall automatically be extended for successive periods of ten (10) 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.

VIII.

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 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.

IX.

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

X.

Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation or requirement for its enforcement.

XI.

The undersigned hereby grants a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors, lessees, and assigns, to erect, 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 carrying and transmission of electric current for lights, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of said lots for the use and benefit of the owners and occupants thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its President and its corporate seal to be affixed hereto.

BRIDGEFORD ADDITIONPROTECTIVE COVENANTS AND EASEMENTS

January 29, 1954

The undersigned, BRIDGEFORD REALTY COMPANY, a Nebraska Corporation, being the owner of Lots 38, 40, 41, 42, 43 and 44 in Block 2, Bridgeford Addition, an Addition to the City of Omaha, in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby, state, declare and publish that all of said lots are and shall be owned, conveyed, and held under and subject to the following covenants, restrictions and easements, to-wit:

I.

All lots above described shall be known as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwellings.

II.

No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building lot nearer than thirty-five (35) feet to the front lot line, nor nearer than seventeen and one-half (17-1/2) feet to any side street line. No building, except a detached garage or other outbuilding located sixty five- (65) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

III.

No residential structure shall be erected or placed on any building lot, which plot has an area of less than five thousand (5,000) square feet or a width of less than forty-five (45) feet at the front building setback line.

IV.

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

V.

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 nature be used as a residence.

VI.

No dwelling shall be permitted on any lot at a cost of less than Six Thousand Dollars (\$6,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality and workmanship substantially the same or better than that which can be produced on the lots these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than six hundred seventy (677) square feet for a one-story dwelling, nor less than six hundred (600) square feet for a dwelling of more than one story.

VII.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1963, at which time said covenants shall be automatically extended for successive periods of ten (10) 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.

VIII.

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 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.

IX.

Invalidation of any one 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.

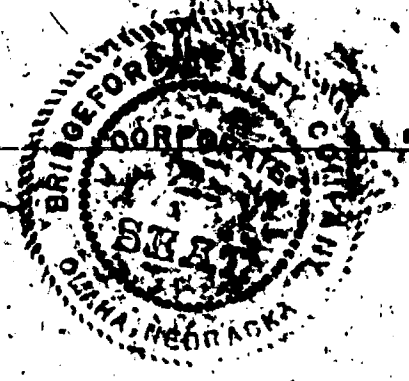
X.

Nothing contained in this instrument shall in any wise be construed as imposing upon the undersigned any liability, obligation, or requirement for its enforcement.

XI.

The undersigned hereby grants a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors, assigns, 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 carrying and transmission of electric current for lights, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of said lots for the use and benefit of the owners and occupants thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its President and its corporate seal affixed hereto.



BRIDGEFORD REALTY COMPANY, a Nebraska Corporation

By Irvin Bridgeford
President

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this 27th day of January, 1954, before me, the undersigned, a Notary Public in and for said County, personally came Irvin Bridgeford, President of the Bridgeford Realty Company, to me personally known to be the President and 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 voluntary act and deed of the said Bridgeford Realty Company, and the corporate seal of the said Bridgeford Realty Company was thereto affixed by its authority.

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

Harrell Clemens
Notary Public



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