

329-127

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

Mary Cabenzind, unmarried, being the owner of Lots 4, 5, 6, 7, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 32, 33, 34, 37, 38, 39, 40, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 54, 55, 56, 57, 58, 59, & 60, Cabenzind Highland Addition, an addition in Douglas County, Nebraska, do hereby state, publish, and declare that all of said lots shall be owned and held under and subject to the covenants, conditions and restrictions herein set forth:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. If the owner of any lot in said subdivision or any other person, 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 attempting to violate any such covenants and to recover damages or other relief for such violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

3. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions, which

5. Only single family dwellings containing not less than 1,000 square feet of floor area, exclusive of basements, garages and open porches may be erected on said lots, and shall be limited to two stories in height. All 1 or 2 story houses shall have not less than 650 square feet of ground floor area exclusive of porches, breezeways and garages.

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

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on above lots shall at any time be used as a residence, temporary or permanent, nor shall any structure of temporary character be used as a residence.

8. An easement is hereby granted to the Omaha Public Power District and the Northwestern Bell Telephone Company jointly, and their successors, lessees, and assigns to erect and operate, maintain, repair and renew poles with necessary supports, sustaining wires, cross arms, guys and anchors and instrumentalities, and to extend thereon wires for carrying and transmitting of electric current for lights, heat and power and for telephones, telegraph and message purposes for the use and benefit of the owners and occupants thereof, along the rear and side boundary lines of all lots.

9. No building shall be erected on any lot until the design and a plot plan thereof shall have been approved in writing by a committee appointed by Mary Camenzind, her successors or heirs or by a committee elected by a majority of the owners of said lots in this subdivision. However, if any such committee is not in existence and fails to approve or disapprove the design of the proposed building within thirty days after same is submitted to it, then such approval will not be required providing such design conforms to and harmonizes

11. No horses, cows, goats, sheep, or any domestic animal (except dogs and cats) no poultry or fowl will be permitted to be kept on said lots.

12. Lots 19, 30, 38 and 42 have Secondary Vacuum Oil pipeline running through them but in the event it is impossible to build a house on any one of these lots, the aforementioned 10 feet minimum side yard restriction may be waived in the event the Appeal Board approval is obtained.

13. After excavation for footings and basements, dirt not used for fill in on lots which it is dug from will not be hauled off of the Camenzind Highland Addition.

14. All septic tanks will be installed according to the City or County Health Department rules and regulations.

15. No detached garage or outbuilding shall be erected on any of said lots.

16. No dwelling or any other building shall be moved onto any of said lots.

DATED at Omaha, Nebraska this 24th day of February, 1958.

Mary Camenzind

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 24th day of February, 1958, before me, a Notary Public in and for said County, personally came the above named MARY CAMENZIND, who is personally known to me to be the identical person whose name is affixed to the above instrument as grantor, and who acknowledged said instrument to be her voluntary act and deed.

and Notary Seal the date last aforementioned