

PROTECTIVE COVENANTS

LOTS 1 THROUGH 184, INCLUSIVE, CROSSKEY VILLAGE-EAST, BEING A REPLATTING OF LOTS 1, 2, 3 AND PART OF LOT 13, CROSSKEY VILLAGES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN PART OF SECTION 8, T 15 N, R 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

KNOW ALL MEN BY THESE PRESENTS, that the Undersigned, owners of Lots 1 through 184, inclusive, Crosskey Village-East, being a replatting of Lots 1, 2, 3 and part of lot 13, Crosskey Villages, a subdivision as surveyed, platted and recorded in part of Section 8, T 15 N, R 12 East of the 6th P.M., Douglas County, Nebraska ("Property"), have created, declared, adopted and established the following restrictions upon the Property for the use and benefit of themselves, their heirs, successors and assigns, for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said Property; said restrictions to be enforceable by any individual or entity at any time holding record title to any part of the Property:

1. Use Restrictions. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars. "Lot", as used herein, shall mean a lot as now platted or a parcel of the Property comprised of parts or all of two or more lots as so platted; Provided that the parcel so used shall comply with Article 4, hereof. No duplex construction shall be permitted.

2. Living Area. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,000 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

3. Set-Back. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a three-foot side yard shall be permitted for a garage or other accessory building located 35 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, Provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Utility Easements. A perpetual Easement is hereby granted to the Omaha Public Power District and to the Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, downguys and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power for the transmission of signals and sounds of all kinds and the reception thereof on, over, through, under, and across a five (5') foot wide strip of land abutting all front and side boundary lot lines; an eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above-described subdivision. Said sixteen (16') foot wide Easement will be reduced to an eight (8') foot wide strip when the adjacent land is surveyed, platted and recorded if said sixteen (16') foot Easement is not occupied by utility facilities, and if requested by the owner. A perpetual easement is hereby granted to Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew, pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through under a five (5') foot wide strip of land abutting all Cul-de-Sac Streets. No permanent buildings or retaining walls shall be placed in the said Easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

6. Nuisance. No noxious or offensive 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.

7. Temporary Structures, Outbuildings. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

8. Moved Structures. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

9. Sidewalk, Foundations. Public concrete sidewalks, four feet wide by four inches thick shall be installed, by the then owner, in front of each improved lot and on side street of improved corner lots. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof. All exposed foundations of residences constructed on any lot shall be painted in such color of the residence so constructed.

10. Livestock, Commercial Pet Activity. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household

12. Enforcement. Enforcement shall be by proceedings at law, or in equity, against any person or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

DATED this 13<sup>TH</sup> day of June, 1978.

H. Lee Gendler, Trustee  
H. LEE GENDLER, TRUSTEE

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On this 13<sup>TH</sup> day of June, 1978, before me, a Notary Public duly commissioned and qualified in and for said County, personally came H. LEE GENDLER, TRUSTEE, to me personally known to be the TRUSTEE and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as Trustee.

Witness my hand and notarial seal the day and year last above written.

Deborah Hoden  
Notary Public



GENERAL NOTARY  
DEBORAH HODEN  
MY COMM. EXPIRES  
FEBRUARY 8, 1982

... 3 2 ...

MODIFICATION OF PROTECTIVE COVENANTS

Lots 1 through 184, inclusive, Crosskey Village-East, being a replatting of Lots 1, 2, 3 and Part of Lot 13, Crosskey Villages, a Subdivision as surveyed, platted and recorded in part of Section 8, T15N, R12 east of the 6th P.M., Douglas County, Nebraska. (the "Real Estate")

THIS AGREEMENT is made as of this 1st day of March, 1984, by the undersigned parties, all being residents of Douglas County, Nebraska. Each of the undersigned is one of the owners of the Real Estate as located in the Crosskey Villages Subdivision and wish to modify certain protective covenants ("Protective Covenants") applying to the Real Estate which were filed on the 22 day of August, 1978, at Book 602, Page 50 of the Miscellaneous Records of Douglas County, Nebraska in the following particulars only:

With respect to Section 3. Set-Back. The first sentence of such Section is hereby modified and amended to read as follows:

In any event, no building shall be located on any lot nearer than twenty-five (25) feet to front lot line, or nearer than twenty (20) feet to any side street line.

The balance of such Protective Covenants shall continue on in full force and effect and are hereby ratified and affirmed by the undersigned.

Owner of Lot(s)

Christi A. Bremmer  
Randy J. Bremmer

166

Randy J. Bremmer

David M. Lichtenauer  
David M. Lichtenauer

168

Tara J. Thomas

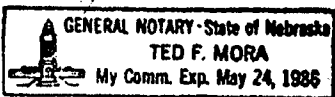
169

Kenneth S. Helmick

Edward H. Durst \_\_\_\_\_

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

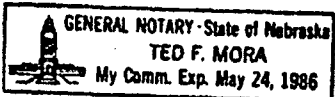
The foregoing instrument was acknowledged before me this  
19 day of Feb., 1984 by Randy J. Bremmer and  
Christa J. Bremmer, husband and wife.



Ted F. Mora  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this  
19 day of Feb., 1984 by David L. Lichtenauer and  
David S. Lichtenauer, husband and wife.



Ted F. Mora  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 1984 by Kenneth S. Helmick and  
\_\_\_\_\_, husband and wife.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 1984 by Edward H. Durst.

\_\_\_\_\_  
Notary Public

MODIFICATION OF PROTECTIVE COVENANTS

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Owner of Lot(s)

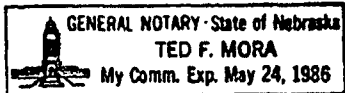
Stephen J. Neely  
Stephen Neely

87

Donna B. Neely

STATE OF NEBRASKA     )  
                                      )ss.  
COUNTY OF                     )

The foregoing instrument was acknowledged before me this 19 day of Febr., 1984 by Stephen Neely and \_\_\_\_\_, husband and wife.



Ted F. Mora  
Notary Public

MODIFICATION OF PROTECTIVE COVENANTS

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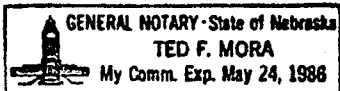
Owner of Lot(s)

Lynn E. Groff  
Lynn E. Groff  
Janet P. Groff  
Janet P. Groff

184

STATE OF NEBRASKA     )  
                                  )ss.  
COUNTY OF             )

The foregoing instrument was acknowledged before me this 19 day of Feb., 1984 by Lynn E. Groff and Janet P. Groff, husband and wife.



Ted F. Mora  
Notary Public

MODIFICATION OF PROTECTIVE COVENANTS

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Owner of Lot(s)

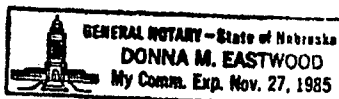
H. Lee Gendler, Trustee  
H. Lee Gendler, Trustee

157 & 177

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF             )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 1984 by H. Lee Gendler, Trustee.

Donna M. Eastwood  
Notary Public





MODIFICATION OF PROTECTIVE COVENANTS

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Owner of Lot(s)

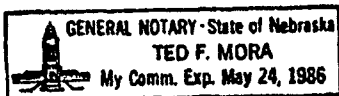
Mario B. Bawan  
Mario B. Bawan

171

Lawrence Bawan

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF            )

The foregoing instrument was acknowledged before me this 19 day of Feb, 1984 by Mario B. Bawan and \_\_\_\_\_, husband and wife.



Ted F. Mora  
Notary Public

MODIFICATION OF PROTECTIVE COVENANTS

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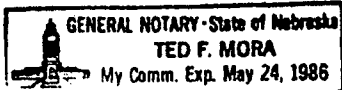
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	<u>Owner of Lot(s)</u>
<u>Mark L. Uden</u> Mark L. Uden	91
<u>Robert A. Uden</u>	
<u>Judith A. Burrell</u> Judith A. Burrell	93
<u>Millard G. Holmes</u> Millard G. Holmes	160
<u>Lori K. Holmes</u>	

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

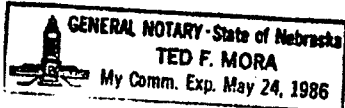
The foregoing instrument was acknowledged before me this  
19 day of Febr., 1984 by Mark L. Uden and  
Mark L. Uden, husband and wife.



Ted F. Mora  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

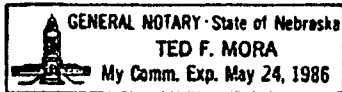
The foregoing instrument was acknowledged before me this  
19 day of Febr., 1984 by Judith A. Burrell.



Ted F. Mora  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this  
19 day of Febr., 1984 by Millard G. Holmes and  
Low N. Holmes, husband and wife.



Ted F. Mora  
Notary Public

MODIFICATION OF PROTECTIVE COVENANTS


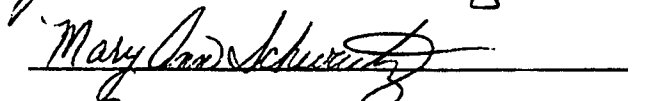
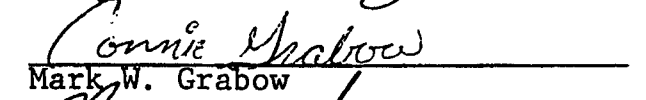

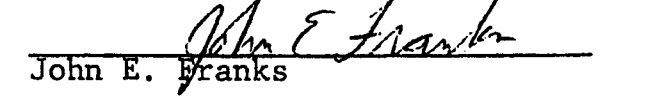
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	<u>Owner of Lot(s)</u>
 _____ James F. Schartz	88
 _____ Mary Ann Schartz	
 _____ Connie Grabow	89
 _____ Mark W. Grabow	
 _____ John E. Franks	172
_____	

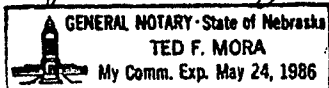
Michael L. Finney 173  
Michael L. Finney

Leslie D. Meggers 174  
Leslie D. Meggers

Berdena A. Moore 175  
Berdena A. Moore

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF )

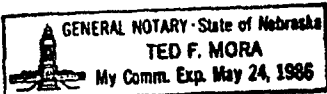
The foregoing instrument was acknowledged before me this  
19 day of Sept., 1984 by James F. Schartz and  
Mary Ann Schartz, husband and wife.



Ted F. Mora  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF )

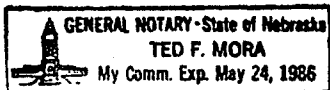
The foregoing instrument was acknowledged before me this  
19 day of February, 1984 by Mark W. Grabow and  
Connie Grabow, husband and wife.



Ted F. Mora  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this  
19 day of Sept., 1984 by John E. Franks and  
\_\_\_\_\_, husband and wife.

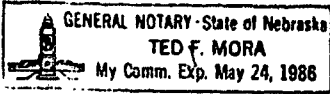


Ted F. Mora  
Notary Public

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this

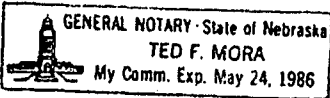
19 day of Feb., 1984 by Michael L. Finney.



Ted F. Mora  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

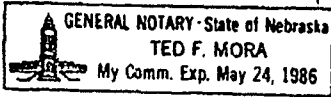
19 The foregoing instrument was acknowledged before me this day of Feb., 1984 by Leslie D. Meggers.



Ted F. Mora  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

19 The foregoing instrument was acknowledged before me this day of Feb., 1984 by Berdena A. Moore.



Ted F. Mora  
Notary Public

MODIFICATION OF PROTECTIVE COVENANTS

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Owner of Lot(s)

Rogers Construction Co. 1-14, 92, 139-156, 158-159  
161-165, 176, 178-183

By: [Signature]

Westgate Plaza, Inc. 15-86, 94-138

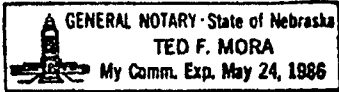
By: [Signature]

Jillian A. Fesler 167  
496-2341

STATE OF NEBRASKA )  
) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 19 day of Feb., 1984 by Franklin P. Rogers, of Rogers Construction Company, on behalf of

the corporation.

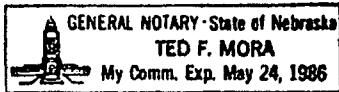


*Ted F. Mora*

Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 19 day of Feb., 1984 by J. P. Rogalski, of Westgate Plaza, Inc., on behalf of the corporation.

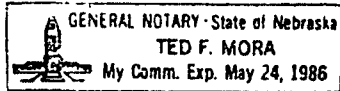


*Ted F. Mora*

Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 19 day of Feb., 1984 by Jillian A. Fesler.



*Ted F. Mora*

Notary Public



MODIFICATION OF PROTECTIVE COVENANTS

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With respect to Section 3. Set-Back. The first sentence of such Section is hereby modified and amended to read as follows:

In any event, no building shall be located on any lot nearer than twenty-five (25) feet to front lot line, or nearer than twenty (20) feet to any side street line.

The balance of such Protective Covenants shall continue on in full force and effect and are hereby ratified and affirmed by the undersigned.

Owner of Lot(s)

Michael L. Grant  
Michael L. Grant

90

Susan Pope Lynne (Grant)  
Susan Pope Lynne

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 19 day of Feb., 1984 by Michael L. Grant.

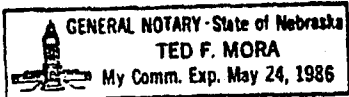


Ted F. Mora  
Notary Public

707  
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STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

19 The foregoing instrument was acknowledged before me this day of Feb., 1984 by Susan Pope Lynne.



Ted F. Mora  
Notary Public

22 M-cc

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C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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