

DOLLS ROCKBROOK ADDITION

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, B-H-M Corporation, a Nebraska Corporation being the owner of all of Blocks One (1), Two (2), Three (3), Four (4), and Five (5), in Dolls Rockbrook, a subdivision being located within part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33), Township Fifteen (15) North, Range Twelve (12) East of the Sixth Principal Meridian (6th P.M.), all in Douglas County, Nebraska, does hereby state, declare and publish that all of said lots are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, namely:

1. None of said Lots shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws and regulations applicable thereto. On any Parcel to be used for residence purposes no structure shall be erected, altered, placed or permitted to remain other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot. No parcel of ground less than a whole lot shall be used as a separate building site.

2. No noxious or offensive activity shall be conducted or permitted on any Parcel, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any lot shall at any time be used as a residence nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all dwellings shall contain the following minimum square foot area (exclusive of garages and porches): 1100 square feet for one-story dwellings; and 700 square feet for dwellings of more than one story.

5. All garages and carports shall be large enough to house two or more automobiles of standard size.

6. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

- (a) Front Yard - 40 feet,
- (b) Side Yard - 10 feet
- (c) Corner Lots shall be governed by the requirements of zoning ordinances of the City of Omaha.

7. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

8. An easement is hereby reserved for the construction, maintenance operation, repair and removal of underground sewer, water and gas lines along and across the 5 feet adjoining the rear and side lines of each Parcel.

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of 25 years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of 10 years unless they are changed in whole or in part, by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law.

13. In addition to the covenants herein contained each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto.

14. If any person shall violate or attempt to violate any of the covenants herein contained, any persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, 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. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners and occupants of each of the lots above described.

IN WITNESS WHEREOF, said B-M-M Corporation has caused these Presents to be executed in its name by its President, attested by its Secretary and its corporate seal hereto affixed this 8th day of January 1962.

B-M-M CORPORATION
A Nebraska Corporation

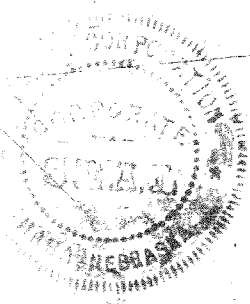
By Laurance Dwyer President

Attest:

Edward T. [Signature] Secretary

State of Nebraska)
(ss.
County of Douglas)

On this 8th day of January A.D., 1962, before me a Notary Public duly



Return to
Harry Myers Kelly
1725 Courtland Place
San Francisco, California