

PROTECTIVE COVENANTS AND EASEMENTS

Rudolph H. Cook and Myrtle I. Cook, husband and wife  
to  
Whom It May Concern

DATED February 7, 1963  
FILED  
BOOK

The undersigned, Rudolph H. Cook and Myrtle I. Cook, husband and wife, being the owners of Lots 56 through 68, both inclusive, in HILLTOP MANOR FIRST ADDITION, a subdivision of part of the East half of the North-west Quarter of Section 31, Township 16, North, Range 13 East of the 6th P.M., in Douglas County, Nebraska, do 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, namely:

1. All of said Lots shall be known, described, conveyed, and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any parcel other than one single-family dwelling not to exceed two and one-half stories in height together with a private garage or carport contained therein or attached thereto or connected therewith by a breezeway, and such outbuildings or accessory buildings as may be approved in writing by either of the undersigned. No structure other than a permanent dwelling shall be used as a residence.

2. No shack, tent or other temporary structure shall at any time be erected, placed or permitted to remain in any Lot at any time, even during the time of construction of the dwelling. No building already constructed shall be moved to any Lot.

3. No truck or trailer shall at any time be parked on any Lot or on any driveway leading thereto, except during the course of construction, alteration or repair of a structure on the Lot or during the performance of a service by the operator or occupant of such truck or trailer at such Lot.

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

5. The main floor of all dwellings shall contain the following minimum square foot area (exclusive of garages, carports, breezeways and porches):

- (a) 1200 square feet for one-story dwellings
- (b) 850 square feet for dwellings of more than one story

8. No fence more than four feet high shall be erected on any Lot, and all fences shall be of open construction.

9. 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.

10. No horses, cattle, goats, sheep or other domestic animals (except dogs and cats) poultry or fowls of any kind shall be kept or maintained on any Lot.

11. All excess dirt resulting from excavation, construction or otherwise shall be hauled at the expense of the owners of the respective Lots to points within this Subdivision designated by either of the undersigned for fill purposes. No such excess dirt shall be removed from said Subdivision without the prior written consent of either of the undersigned,

12. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water, gas and other utility lines across the five feet adjoining the rear and side lines of each Lot as platted or each building plot if such parcel be other than a platted Lot.

13. A perpetual license is reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District and all other public utilities now or hereafter operating within said Subdivision, their successors, lessees and assigns, jointly, to erect, operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys, anchors and other instrumentalities, and to extend thereon wires and cables for the carrying and transmission of electric current for lights, power and heat and for all telephone, telegraph and message purposes, along, over, under and upon the five feet adjoining the rear boundary lines of each of said Lots; and the undersigned reserve the right to grant similar licenses for like purposes, along, over, under and upon the five feet adjoining the side lines of each Lot as platted or each building plot if such parcel be other than a platted Lot.

14. 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, except as herein otherwise provided.

15. The covenants, conditions and restrictions herein set forth may be amended, in whole or in part, at any time by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law; and such covenants, conditions and restrictions as thus set forth or amended shall run with the land and shall be binding upon all persons for a period of twenty years from the date hereof, at the expiration of which time they shall be automatically extended for successive periods of ten years.





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