

PROTECTIVE COVENANTS

The undersigned, Keystone Builders, Inc., owner of Keystone Terrace, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby state, publish and declare that all lots contained therein are and shall be conveyed and shall be owned, occupied and held under and subject to the covenants 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 until January 1st, 1970, at which time the said covenants shall be automatically extended for successive periods of 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.

If parties hereto, or any of them, or their heirs and 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 covenants and either prevent him or them from so doing or to recover damage or other dues for such violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

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

2. All lots in Keystone Terrace shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars.

3. Dwellings shall be restricted to a minimum square foot floor area, (exclusive of garage and porches), of 950 square feet total ground area for one story dwellings and 850 square feet total ground area for one and one half and two story dwellings.

Except as above written, use, height, area regulations and set backs shall at all times conform to the existing Zone Ordinances of the City of Omaha.

4. That 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.

5. No Trailers, basement, tent, shack, garage or other outbuildings or structure of a temporary nature erected in Keystone Terrace shall at any time be used as a residence, temporarily or permanently.

6. It is expressly understood and agreed that all lots are sold subject to the rights of the Northwestern Bell Telephone Company and of the Omaha Public Utility District to place or maintain poles on or adjacent to the rear or sides of the lots.

7. No buildings or improvements already erected shall be removed from Keystone Terrace unless the written consent of the undersigned is first obtained.

Dated this 11TH day of MAY 1955

KEYSTONE BUILDERS, Inc.,

ATTEST

Robert C. Hastings
Secretary

Kenneth F. Reed
President

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 11TH day of MAY A.D. 1955, before me a Notary Public, in and for said County, personally came the above named KENNETH F. REED, President and ROBERT C. HASTINGS, Secretary of KEYSTONE BUILDERS, INC., who are personally known to me to be the identical persons whose names are affixed to the above Protective Covenants as President and Secretary of said corporation, and they acknowledged same to be their voluntary act and deed, and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this date last aforesaid.

Ethel G. Maguire

My commission expires on the 5 day of Nov. A.D. 1960

