

PROTECTIVE COVENANTS AND EASEMENTS

The following covenants, conditions, restrictions and easements are hereby imposed upon the real estate hereinafter described:

1. Lots 1, 2, 3, 4 and 5, Block 1, Meadow Lane Court, a Subdivision located in the Southwest Quarter of Section 20, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

Not more than one structure shall be built on any one of said lots; provided, however, this restriction shall not prevent use of a greater area than one lot as a single building site.

2. No building shall be erected on said premises within 40 feet of the street lines bordering said premises. No building shall be erected on said premises within 10 feet of the side lot lines.

3. The main floor of all single story dwellings shall cover a ground area of not less than 1400 square feet, exclusive of garage and porches and the main floor area of all dwellings of two stories shall cover a ground area of not less than 1000 square feet, exclusive of garage and porches. The main floor of all single story dwellings with basement garages shall cover a ground area of not less than 1600 square feet, exclusive of porches. All dwellings shall have garages to accommodate two cars and attached garages shall be of the same material and architecture as the dwelling.

4. No building shall be erected on said lots other than a single detached dwelling on each such lot with necessary outbuildings and no lot shall be improved, used or occupied for other than private one-family residence purposes; and shall not be erected, placed, or maintained on any of said lots, any flats, duplexes, apartments, public garages, commercial or industrial buildings of any type whatsoever.

5. No building shall be erected, constructed, altered, placed or permitted to remain on any lot of the above described lots until the plans and specifications therefore have been approved in writing by the undersigned. All dwellings constructed shall not exceed two stories in height. All exposed portions of chimneys and exposed front elevation of foundations of all dwellings must be faced with brick or stone.

6. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed five (5) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof.

7. No trailer, basement, excavation, tent, garage, barn or other

9. All fuel tanks on said lots shall be buried. No hedge, wall, steps or other construction, except driveway or sidewalk, shall be placed or maintained forward of the front lot line. Playground equipment and basketball goals shall not be located forward of the front line of dwellings.

10. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot as to be exposed to public view or become a nuisance.

11. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of the said lots within the exception of dogs and cats.

12. 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 to the neighborhood.

13. For the purpose of constructing and applying these restrictions a single lot shall mean a lot as now platted or an ownership of parts of two adjoining lots the total width of which at the front lot line shall not be less than the front width at the front lot line of either of the original lots comprising a part of such ownership. A single lot shall also mean all of one as now platted and part or parts of one or more adjoining lots.

14. A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric, telephone and other utility lines and services.

15. The provision herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors, and assigns and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots above described. All deeds of conveyance by the undersigned, their heirs, successors, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

16. The restrictions herein set forth shall run with the land and be binding upon all owners of the above described lots for a period of 20 years from the date hereof. At the expiration of said period said restrictions shall be automatically extended for successive periods of 10 years each, unless they are changed in whole or in part by written agreement among the then owners of the majority of said lots executed and recorded in the manner provided by law.

IN WITNESS WHEREOF, the undersigned, being owners of all of the above described real estate, have executed these covenants and restrictions this 20 day of October, 1965.

Robert J. Bryan  
Robert J. Bryan

Hilda Bryan  
Hilda Bryan  
Husband and Wife

Roger Bryan  
Roger Bryan

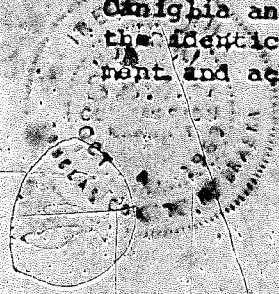
Sylvia Bryan  
Sylvia Bryan  
Husband and wife

W. T. Caniglia  
W. T. Caniglia

Janet M. Caniglia  
Janet M. Caniglia  
Husband and Wife

STATE OF NEBRASKA ]  
] SS.  
COUNTY OF DOUGLAS ]

On this 20 day of October, 1965, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said County, personally came Robert J. Bryan and Hilda Bryan, husband and wife, Roger Bryan and Sylvia Bryan, husband and wife, and W. T. Caniglia and Janet M. Caniglia, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.



Notary Public  
Notary Public

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July 70