

JIZBA & JIZBA

REGISTERED CIVIL ENGINEERS (ARCHITECTS)
GENERAL ENGINEERS (LAND SURVEYORS)
STATE OF NEBRASKA, PUBLIC ACCOUNTANTS

J. Z. JIZBA

REGISTERED CIVIL ENGINEER (ARCHITECT)

DESIGN SURVEYS
SUPERVISION - TEL. 481-0001

2417 DODDEN STREET
OMAHA, NEBRASKA, 68104

NEW HORIZONS ADDITION
Protective covenants

Dated: June 8, 1965

JAMES E. JIZBA and LOIS JIZBA, husband and wife, and ARTHUR B. PITTMAN and WINONA PITTMAN, husband and wife, being all of the owners of New Horizons addition, a real estate subdivision in Douglas County, Nebraska, comprising Block 1, lots 1 to 5, inclusive; Block 2, Lots 1 to 14, inclusive; Block 3, lots 1 to 12, inclusive; Block 4, lots 1 to 5 inclusive, as surveyed, platted, and which was recorded on the 4th day of February, 1965, do hereby state, declare, and publish that all of the property in said subdivision except lots 1, 2 Block 1; and lots 1, 2, 12, and 13, Block 2; and lot 5, Block 4 shall be owned, conveyed, and used under and subject to the following covenants, conditions, restrictions, and assessments:

- 1.) Said lots shall be used only for single family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.
- 2.) No structures shall be erected, altered, placed, or permitted to remain on any "residential building plot" as hereinafter defined, other than one detached single-family dwelling not to exceed two-and-one-half stories in height, a private garage, attached breezeway, and other out-buildings incidental to residential uses.
- 3.) No structure may be erected without provision for at least one attached or basement car parking garage, or carport.
- 4.) No structure shall be erected, exclusive of porches, breezeways, and garages, which has less than 1,000 square feet in the case of a one-story structure and 850 square feet for a one-and-one-half or two-story structure; provided, 50% of the square footage of garage space may be used in computing such minimum requirements.
- 5.) No building shall be located on any lot nearer than 35 feet to a front lot line, or nearer than 7 feet to any side lot line, except that in corner lots, no building shall be located nearer than 17.5 feet to side street line, (and except where 7 feet is permitted on corner lots by Omaha City rules), and 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 part of a building, provided, however, that this shall not be construed to permit any portion of a building, a building on a plot to encroach on another residential building plot.
- 6.) 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.) Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
- 8.) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
- 9.) An easement of five feet is hereby reserved on, over, and under all rear and side lot lines for utility installations and maintenance, except where poplar trees were planted at lot lines for landscaping purposes an additional 5 feet for a total of 10 feet on the side of such lot lines may be used for utility installations and maintenance. No permanent buildings, or new trees shall be placed in or on said easements or any existing easement on said addition, but same may be

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used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid uses or rights herein reserved. The restrictions against building upon such utility easements where an owner owns two or more contiguous lots and uses an area greater than one lot for a building site (residential building plot) shall not be effective as to interior lot lines. Said side lot easements are granted for the sole purpose of providing an area for the installation and maintenance of utilities. After all utilities have been extended to the structure, all remaining side lot easements not used shall automatically terminate and become void.

10.) If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity 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.

11.) Invalidation of any 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. The undersigned reserve the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deem it necessary or advisable in unusual circumstances or to prevent hardship.

12.) Covenants No. "1", "2", "3", and "4" as contained in Protective Covenants filed on 2/15, 1965, are hereby reaffirmed and shall remain in full force and effect.

13.) These covenants shall run with the land and be binding upon all persons affected for a period of thirty (30) years from the date thereof. At the expiration of such period, they shall be automatically extended for successive periods of ten years 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, except that the initial period of thirty (30) years plus all extensions shall not exceed ninety-nine (99) years. Any covenant contained in Protective Covenants previously recorded on 2/15/1965, inconsistent with this provision shall be of no force and effect.

14.) Plans for a house, to be built on any lot shall be first approved by the undersigned as to architecture, within reason.

STATE OF NEBRASKA

COUNTY OF DOUGLAS

Arthur B. Pittman *Jared Z. Jizba*
Lois Jizba

On this 7th day of June, 1965, before me, a Notary Public in and for said county, personally appeared LOIS JIZBA, ARTHUR B. PITTMAN and WILSON PITTMAN, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above

written.

Jared Z. Jizba
Notary Public



Commission expires the 14th day of September, 1965

COUNTY OF DOUGLAS

On this 16 day of June, 1965, before me, a Notary Public in and for said county, personally appeared JARED Z. JIZBA, to me known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed. WITNESS my hand and Notarial Seal the day and year last above written. Commission expires May 16, 1966.

