

PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

PETERSEN'S PROSPECT HILL

A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

1. KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of all lots hereinafter described in Petersen's Prospect Hill, a subdivision in the County of Douglas, State of Nebraska, and are desirous of placing proper restrictions on said lots:

2. These Covenants shall apply to Lots 1 through 18 inclusive, Block 1; Lots 1 through 6 inclusive, Block 2, Petersen's Prospect Hill, a subdivision, as surveyed, platfied and recorded in Douglas County, Nebraska.

3. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions by the undersigned, except at the option of the undersigned.

PART B. RESTRICTIONS

1. No lot shall be used except for residential purposes.

2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

3. 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 to the neighborhood.

4. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

5. Dwellings shall not be moved from outside of Petersen's Prospect Hill subdivision to any lot within this subdivision.

6. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of

7. 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 they are not kept, bred or maintained for any commercial purpose.

8. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

9. No fence shall be erected on any plot closer to the front property line than the front line of the dwelling.

10. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

11. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the Board of Appeals of the City of Omaha, Nebraska, shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

#### PART C. GENERAL PROVISIONS

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

2. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants, either to restrain violation or to recover damages.

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

