

PROTECTIVE COVENANTS

PLUM RIDGE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Woodlawn Terrace, Inc., a Nebraska corporation, being the owner of the following described property in Douglas County, Nebraska to-wit:

Lots 1 through 35, inclusive, in Plum Ridge, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

for the mutual protection of the present and future owners of said lots, does hereby covenant and declare that said lots shall be owned, conveyed and used under and subject to the following covenants, conditions, easements and restrictions as hereinafter set forth. The terms and provisions of these protective covenants shall be binding on all present and future owners of said lots for a period of twenty (20) years from the date of this instrument.

1. If any person, whether or not an owner, shall violate or attempt to violate any of these covenants it shall be lawful for any other person 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 prevent such person or persons from doing so or recover damages or other dues for such violation.

2. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

3. There shall be an architectural review board to regulate the design and other matters pertaining to all single family dwellings to be constructed on the above-described real property. It shall be the purpose of this architectural review board to create harmonious design and control the esthetic appearance of the appurtenances to be constructed on said lots. The said board shall initially consist of three members, to-wit: Bert P. Allen, Robert J. Horak and Joe Rerucha. In the event of a vacancy on said board the remaining members of said board shall fill said vacancy by naming some individual to replace the board member whose death or resignation shall have created such vacancy.

No party shall construct a dwelling on any of the above-described lots without receiving the prior written approval of the plans for such dwelling from a majority of the then acting members of said architectural review board. Whenever a residential structure has been constructed on each of the above-described lots, then said architectural review board shall be discontinued.

4. Said lots shall be used for single family residential purposes and for accessory structures incidental to residential use, or for parks, recreational, church or school purposes, and for no other purposes whatsoever.

5. No noxious or offensive trade or activity shall be carried on upon any plot of ground in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other outbuild-

and renew, buried or underground cables, conduits or wires for the carrying and transmission of electric current for light, heat and power for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said subdivision; said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided however that said side line easements are granted upon the specific condition that if both of said utility companies fail to construct such buried or underground cables, conduits or wires along any of said side lot lines within thirty-six (36) months from the date hereof or if any are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such side line easement shall automatically terminate and become void as to such unused or abandoned easementway. All telephone entrances to residences or other principal structures on said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residential structure for said service connections. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in said easementways but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

8. Portland cement 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. Such sidewalks shall be placed five feet back of the 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. If, because of weather conditions, such sidewalk cannot be constructed prior to occupancy of the premises, there shall be deposited with the holder of the mortgage on the premises, prior to occupancy, an amount of money sufficient to pay for the cost of such sidewalk construction, which funds shall be held in escrow until such time as weather permits the construction of such sidewalk, and used to pay for the same.

9. There shall not be constructed or erected on any two adjoining lots any dwellings having the same, or substantially the same, front elevations unless authorized in writing by the architectural review board. The following minimum square footages shall be required for finished living areas, exclusive of open porches, breezeways and garages:

1,200 square feet on the ground floor for any single story ranch type house, not having a basement garage.

1,300 square feet on the main floor of any one-story house which has a basement garage plan or a split-entry design.

1,200 square feet on the main floor of any one and one-half story house.

1,800 square feet above the basement level of any two-story house.

1,600 square feet throughout the house in any bi-level, tri-level, or split-level house.

In addition, each dwelling shall include a garage for at least two cars (attached or basement garages only being permitted, except that basement garages shall not be permitted in either two-story or one and one-half story houses).

