

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, PRAIRIE VIEW CORPORATION, a Nebraska corporation, being the owner of all of Blocks 26, 27, 28, 30, and 31; Lots 1 to 4 inclusive and Lots 10 to 12 inclusive, Block 29; Lots 1 to 6 inclusive, Block 32, Prairie Lane Addition, a Subdivision of a part of the South Half (S $\frac{1}{2}$) of Section 32, Township 15-North, Range 12 East of the 6th P. M., all in Douglas County, Nebraska does hereby state, declare and publish that all of said Lots are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements; namely:

1. None of said Lots shall be used or occupied for any purpose other than the purpose authorized by the valid ordinances, laws and regulations applicable thereto. On any Parcel to be used for residence purposes no structure shall be erected, altered, placed or permitted to remain other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage or carport, and such outbuildings as may approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted, and recorded shall be sold at any time, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot. No parcel of ground less than a whole lot shall be used as a separate building site.

2. No noxious or offensive activity shall be conducted or permitted on any Parcel, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any lot shall be at any time used as a residence, nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all dwellings shall contain the following minimum square foot area (exclusive of garages and porches); 1100 square feet for one-story

6. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

(a) Front Yard---40 feet

(b) Side Yard---10 feet

(c) Corner Lots shall be governed by the requirements of the zoning ordinances of the City of Omaha.

7. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

8. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water and gas lines along and across the 5 feet adjoining the rear and side lines of each Parcel.

9. An easement is hereby reserved for drainage ways to carry surface water along and across the 5 feet adjoining the rear and side lines of each Parcel.

10. A perpetual license is granted hereby to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors, lessees, and assigns, to erect and maintain, operate, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys, anchors, cables, and other instrumentalities, both above and below the surface of the ground, and to extend thereon wires for carrying and transmission of electric current for lights, heat, and power, and for all telephone, telegraph, and message purposes, along the rear and side boundary lines of the said lots for the use and benefit of the owners and occupants of each block.

This license shall extend beyond the twenty-five (25) year period herein provided, and shall continue until released by the Northwestern Bell Telephone Company and the Omaha Public Power District, or their successors, or assigns.

11. The reservations stated in Paragraphs 8, 9, and 10 above include the

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of 25 years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law.

13. In addition to the covenants herein contained, each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of Omaha, and of all other ordinances, laws and regulations applicable thereto.

14. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, 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 violations. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners and occupants of each of the Lots above described.

IN WITNESS WHEREOF, said PRAIRIE VIEW CORPORATION has caused these presents

STATE OF NEBRASKA)
(ss
COUNTY OF DOUGLAS)

On this 2th day of January, 1962, before me, the undersigned, a Notary Public in and for said County, personally came the above name Laurance H. Myers, President and John J. Moritz, Secretary of Prairie View Corporation, who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation, and they acknowledge said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.



DLA Everley
Notary Public

My commission expires: March 3, 1965.

Laurance H. Myers
John J. Moritz

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PRAIRIE LANE

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Prairie Lane Corporation, a Nebraska corporation, being the owner of Lots 1 to 5 inclusive, in Block 7, Lots 1 to 3 inclusive in Block 12, and all Lots in Blocks 5, 6, 13, 14, and 15, in Prairie Lane, a Subdivision of part of the West Half of Section 32 in Township 15 North, Range 12 East of the 6th P. M., in Douglas County, Nebraska, does hereby state, declare and publish that all of said Lots are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements; namely:

1. None of said Lots shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws and regulations applicable thereto. On any Parcel to be used for residence purposes no structure shall be erected, altered, placed or permitted to remain other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot. No parcel of ground less than a whole lot shall be used as a separate building site.

2. No noxious or offensive activity shall be conducted or permitted on any Parcel, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all dwellings shall contain the following minimum square

7. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line, as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

8. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water and gas lines along and across the 5 feet adjoining the rear and side lines of each Parcel.

9. An easement is hereby reserved for drainage ways to carry surface water along and across the 5 feet adjoining the rear and side lines of each Parcel.

10. The right is hereby reserved to grant a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, jointly, their successors, lessees and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of said Lots for the use and benefit of the owners and occupants of said Blocks.

11. The reservations stated in Paragraphs 8, 9, and 10 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of 25 years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of said lots executed and recorded in the manner provided by law.

13. In addition to the covenants herein contained each owner and occupant

proceedings at law or in equity, civil or criminal, 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. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners and occupants of each of the Lots



Prairie Lane Corporation
a Nebraska corporation

J. Moutz
Secretary

By: *Laurance H. Myers*
President

STATE OF NEBRASKA,)
(SS
COUNTY OF DOUGLAS)

On this 18 day of November, 1959, before me, the undersigned a Notary Public in and for said County, personally came the above named Laurance H. Myers, who is personally known to me to be the identical person whose signature is affixed to the above instrument as President of Prairie Lane Corporation, a Nebraska corporation, and he acknowledged the execution of said instrument to be

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PRAIRIE LANE
Blocks 22, 23 and 24

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Prairie Lane Corporation and Prairie View Corporation, each a Nebraska corporation, being the owners, respectively, of Blocks Twenty-Two (22), Twenty-Three (23) and Twenty-Four (24) in PRAIRIE LANE, a Subdivision of part of the West Half of the Southwest Quarter of Section 32 in Township 15 North, Range 12 East of the 6th P. M., in Douglas County, Nebraska, do hereby state, declare and publish that said Blocks and all Lots contained therein are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements; namely:

1. None of said Blocks nor any Lot therein shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws and regulations applicable thereto. On any Parcel to be used for residence purposes no structure shall be erected, altered, placed or permitted to remain other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot. No parcel of ground less than a whole lot shall be used as a separate building site.

4. - The main floor of all dwellings constructed on Lots in Blocks 22 and 24 shall contain the following minimum square foot area (exclusive of garages and porches): 1100 square feet for one-story dwellings; and 700 square feet for dwellings of more than one story.

5. All garages and carports constructed on Lots in Blocks 22 and 24 shall be large enough to house two or more automobiles of standard size.

6. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

(a) Front Yard - 40 feet.

(b) Side Yard - 10 feet.

(c) Corner Lots shall be governed by the requirements of the zoning ordinances of the city of Omaha.

7. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

8. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water and gas lines along and across the 5-foot adjoining the rear and side lines of each Parcel.

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necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of each of said Lots for the use and benefit of the owners and occupants of said Blocks.

11. The reservations stated in Paragraphs 8, 9 and 10 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of 25 years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of 10 years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of said Lots executed and recorded in the manner provided by law. For the purpose of this paragraph, Block 23 shall be construed as one Lot.

13. In addition to the covenants herein contained each owner and occupant of any of the Lots herein described shall observe and obey all valid provisions of the Zone Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto.

14. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence

15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. Each and every provision hereof shall bind and inure to the benefit of the undersigned, their respective successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners and occupants of each of the Lots above described.

IN WITNESS WHEREOF said Prairie Lane Corporation and Prairie View Corporation, respectively, has each caused these presents to be executed in its name by its President, attested by its Secretary and its corporate seal hereto affixed this 27th day of October, 1957.

PRAIRIE LANE CORPORATION,
a Nebraska corporation,

John J. Mertz
Secretary

By: Laurance H. Hays
President

PRAIRIE VIEW CORPORATION,
a Nebraska corporation,

John J. Mertz

By: Laurance H. Hays



me to be the identical person whose signature is affixed to the above instrument as President of Prairie Lane Corporation, a Nebraska corporation, and he acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and official seal on the date above written.



John W. White

Notary Public

Commission expires 3/16/62

STATE OF NEBRASKA,)
COUNTY OF DOUGLAS,) SS.

On this 24th day of October, 1957, before me, the undersigned, a Notary Public in and for said County, personally came the above named Laurance H. Myers, who is personally known to me to be the identical person whose signature is affixed to the above instrument as President of Prairie View Corporation, a Nebraska corporation, and he acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and official seal on the date above written.

John W. White

Notary Public

Commission expires 3/16/62



PRAIRIE LANE

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Prairie Lane Corporation, a Nebraska corporation, being the owner of Lots 6 to 10, inclusive, in Block 7, Lots 9 to 16, inclusive, in Block 12, and all Lots in Blocks 8, 9, 10 and 11, in Prairie Lane, a Subdivision of part of the West Half of Section 32, in Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, does hereby state, declare and publish that all of said Lots are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, namely:

1. None of said Lots shall be used or occupied for any purpose other than the purposes authorized by the valid ordinances, laws and regulations applicable thereto. On any parcel to be used for residence purposes no structure shall be erected, altered, placed or permitted to remain other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot. No parcel of ground less than a whole lot shall be used as a separate building site.

2. No noxious or offensive activity shall be conducted or permitted on any parcel, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on any Lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

4. The main floor of all dwellings shall comply with the

6. The minimum building setback lines (excluding steps and unbalanced porches) shall be as follows:

(a) Front Yard - 40 feet.

(b) Side Yard - 10 feet.

(c) Corner Lots shall be governed by the requirements of the zoning ordinances of the City of Omaha.

7. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

8. An easement is hereby reserved for the construction, maintenance, operation, repair and removal of underground sewer, water and gas lines along and across the 5 feet adjoining the rear and side lines of each Parcel.

9. An easement is hereby reserved for drainage ways to carry surface water along and across the 5 feet adjoining the rear and side lines of each Parcel.

10. The right is hereby reserved to grant a license to the Northwestern Bell Telephone Company and the Omaha Public Power District, jointly, their successors, lessees and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message purposes, along the rear and side boundary lines of each of said Lots for the use and benefit of the owners and occupants of said Blocks.

for successive periods of 15 years unless they are changed, in whole or in part, by written agreement among the then owners of the majority of said lots created and recorded in the manner provided by law.

13. In addition to the covenants herein contained each owner and occupant of any of the Lots herein described shall observe and they all shall provisions of the Base Ordinance of the City of Omaha and of all other ordinances, laws and regulations applicable thereto.

14. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenant, and either to prevent the same or them from so doing or to recover damages or other relief for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, of other bodies, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and be imposed upon subsequent owners and occupants of each of the Lots above described.

IN WITNESS WHEREOF, said MAINTENANCE CORPORATION has caused these presents to be executed in its name by its President

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STATE OF NEBRASKA, }
COUNTY OF DOUGLAS, } SS.

On this 5th day of September, before me, the undersigned, a Notary Public in and for said County, personally came the above named Lawrence H. Myers, who is personally known to me to be the identical person whose signature is affixed to the above instrument as President of Prairie Lane Corporation, a Nebraska corporation, and he acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and official seal on the date above written.

My commission expires 3/3/59

Alvin E. ...
Notary Public