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PROTECTIVE CONVENANTS

These Protective Covenants are to run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate for a term of 25 years from date declaration is recorded unless renewed for a further period by a majority vote of 75% of the owners of record:

Lots 1-51 inclusive, ROXBURY WEST, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

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 Protective Covenants, it shall be lawful for the other person or persons owning any part of said real estate or any person(s) owning any lot in ROXBURY WEST subdivision in Douglas County, Nebraska, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation. Nothing contained in this instrument shall in any way be construed as imposing any liability or obligation for its enforcement upon the undersigned.

Invalidation of any of these Protective Covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

1. Said residential lots (1-51 ROXBURY WEST INC.) shall be used only for single-family purposes not to exceed 2 stories in height. No lot shall be re-subdivided into a building plot less than 5000 square feet of area or a width of less than 50 feet at the building line.

2. All dwellings must have 1000 square feet of finished living area, exclusive of open porches and garages and basements. Each dwelling constructed shall have a basement equal in size to the main floor area of the dwelling. The term "basement" shall include garage or garages under dwellings. The term "dwelling" shall include dwelling area devoted to cantilever, overhangs, or slab on grade additions.

3. No structures shall be erected, altered, placed or permitted to remain on any lot as here-in-after defined other than one single-family dwellings. Each dwelling shall provide an enclosed garage for at least two cars, whether

attached or built-in or basement type. Exterior surfaces of dwellings shall be colored or painted in subdued earth tones in harmony with the surrounding residential neighborhood. Each dwelling shall have a minimum of 20 square feet of brick or stone on the front. No exterior television or radio antennas shall be permitted to be attached to any dwelling except television satellite dishes. No signs shall be permitted other than for sale with maximum size being 24 inches by 36 inches.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood. No fences, walls, 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 views of street intersections sufficient for the safety of pedestrians and vehicles. No fences shall be erected forward of the front building line of the main residential structure on any lot. All lots shall be kept free of all types of trash and debris. Household pets may be kept on owner's lot provided they are not kept, bred, or maintained for any commercial purpose and are confined to the owner's lot or by leash to the owner's person.

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be built or used as a residence. No trailer, recreational vehicle, mobile home, tractor, or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of any lot or street for more than five days. No unused building material, junk or rubbish shall be left exposed on any of said lots, 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 automobiles, junk piles or storage of any junk or waste material.

6. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the owner at the time of completion of the main residential structure and shall be located four feet back of the curb line. Owners of corner lots shall construct sidewalks along each street side of the lot. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than sixteen feet in width, drive shall be of concrete or brick.

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IN WITNESS THEREOF, undersigned, being the owner of all said real estate, has caused these covenants to be duly executed this 21st day of July, 1992.

ROXBURY WEST INC.

BY: Henry J. Sudbeck
President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came Henry J Sudbeck, President of Roxbury West Inc., known to be the President and identical person whose name is affixed to the above Protective Covenants, and acknowledged the execution thereof to be his voluntary act.

WITNESS my hand and Notarial Seal at Omaha, in Douglas County the day and year last above written.

Daniel D. Walsh
Notary Public



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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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