

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS

MURRAY'S RUSTY ROSE RIDGE ADDITION

The following covenants, conditions, restrictions and easements are hereby imposed upon the real estate hereinafter described.

1. Lots One (1) to Thirty-two (32), inclusive, in Rusty Rose Ridge Addition, an Addition as surveyed, platted and recorded in Douglas County, Nebraska, shall be known, described and used as residential lots. Not more than one dwelling shall be built on any one of said lots, provided, however, this restriction shall not prevent use of a greater area than one lot as a single building site. For the purpose of construing and applying these restrictions a single lot shall mean a lot as now platted or an ownership of parts of two adjoining lots the total width of which at the front lot line shall not be less than the front width at the front lot line of either of the original lots comprising a part of such ownership. A single lot shall also mean all of one lot as now platted and part or parts of one or more adjacent lots.

2. No dwelling shall be erected on said premises within 40 feet of the front lot line, within 35 feet of the rear lot line or within 10 feet of the side lot lines. No auxiliary building shall be erected within 40 feet of the front lot line or within 8 feet of the rear lot line or within 3 feet of the side lot lines. The foregoing setbacks may be relaxed at the sole discretion of the undersigned, A. R. Murray and Velma H. Murray.

3. The main floor of all single story dwellings shall cover a ground area of not less than 1200 square feet, exclusive of garages, breezeways and porches and the floor area of all dwellings of two stories shall cover a floor area of not less than 1800 square feet, exclusive of garages, breezeways and

4. No building shall be erected on said lots other than a single detached dwelling on each such lot with necessary outbuildings and no lot shall be improved, used or occupied for other than private one-family residence purposes; there shall not be erected, placed or maintained on any of said lots any flats, duplexes, apartments, public garages, commercial or industrial buildings of any type whatsoever.

5. No building shall be erected, reconstructed, altered, placed or permitted to remain on any lot of the above described lots until the plans and specifications therefor have been approved in writing by the undersigned Avon R. Murray and Velma R. Murray.

R. Murray/ All dwellings constructed shall not exceed two stories in height.

6. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding erected, constructed or placed on any part of said lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. All dirt from the cellars, basements and other excavations from each and every lot shall be removed from said lots and the general contour of said lots after erection of dwellings thereon shall remain substantially as established by the undersigned in the development of said lots. This restriction may be waived at the option of the undersigned, Avon R. Murray, and Velma R. Murray.

8. All fuel tanks on said lots shall be buried. No fence, wall or hedge higher than four feet shall be erected or maintained on said lots.

Playground equipment and basketball goals shall not be located forward of the front line of dwellings.

9. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot exposed to public view. All lots, vacant or improved, shall

11. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

12. The construction of dwelling houses shall be completed with respect to the exterior thereof within twelve months from date of commencement of construction and the interior thereof shall be completed within twenty-four months from commencement of construction.

13. A five foot easement, across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric, telephone and other utility lines and services.

14. The provisions herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors, and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots above described. All deeds of conveyance by the undersigned, their heirs, successors, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

15. The restrictions herein set forth shall run with the land and be binding upon all owners of the above described lots for a period of twenty-five years from the date hereof.

16. The provisions herein contained are in pursuance of a general

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made for the enforcement of this instrument by any of the provisions by
the undersigned, except at the option of the undersigned.

Dated this 9th day of February, 1961.


Avon R. Murray


Velma R. Murray

STATE OF NEBRASKA

SS.

COUNTY OF DOUGLAS

On this 9th day of February, 1961, before me, the under-
signed, a Notary Public, duly commissioned and qualified for in said county,
personally came Avon R. Murray, and Velma R. Murray, to me known to be
the identical persons whose names are affixed 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.


Notary Public

