

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

This indenture made by and between Edward R. Schewe, and Elaine E. Schewe, husband and wife, as owners of Lots 3, 4, 5, 6, 11, 12, 13 and 14, all in Schewe Heidkamp Addition, Douglas County, Nebraska, and George Heidkamp, owner of Lots 1, 2, 7, 8, 9, 10, 15 and 16, all in Schewe Heidkamp Addition, Douglas County, Nebraska and Anna M. Heidkamp, his wife.

with intent that in consideration of One Dollar and other valuable consideration and pursuant to a general plan of improvement and development, it is mutually understood and agreed as follows:

I  
The aforesaid lots shall be occupied by and used for single residence purposes only and for no other purpose.

II  
No dwelling shall be erected or located upon any lot unless the floor area of said dwelling has a ground floor area of at least 1400 square feet, including attached garage, if any, nor with a height exceeding 35 feet.

III  
No swine, cattle, horses, sheep or poultry shall be kept, raised, fed or maintained on any of said lots.

IV  
No dwelling or building of a temporary character shall be constructed, nor shall any trailer, basement, garage, or any other out building be used as a residence except that such buildings may be used as a temporary residence during the period of such construction of the building, provided such temporary residence was limited to a period not to exceed one year from the date of starting construction on the dwelling.



VI

Dwellings shall have a minimum set back of 50 feet from the front property line and a minimum of 20 feet from the side property line.

VII

Sewage disposal facilities provided by the home owners shall meet the currently accepted standards of the State of Nebraska and the City of Omaha.

VIII

All persons who shall acquire any of the above described lots shall be taken and held to agree to strictly conform to and observe the requirements of zone ordinances for the City of Omaha, Nebraska, No. 15239.

IX

Restrictions herein set forth shall run with the land and be binding upon all persons for a period of twenty years after the final date of signing hereof. At the expiration of said period, they shall automatically be extended for successive periods of two years, unless they are changed in whole or in part, by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law except that the initial period of twenty years, plus all extensions, shall not exceed ninety-nine years.

X

The provisions herein are in pursuance of a general plan of improvement and development. Each provision is several and separable and any validation of such provision, in whole or in part, shall not effect any other provision.

XI

The provisions hereof shall bind inure to the benefit of



...immediate or remote, shall be executed and delivered subject to the provisions hereof and any order may enforce them against any other owners or other persons violating or infringing them irrespective of whether they are prior or subsequent grantors.

XII

Nothing contained in this instrument shall be construed in any way as imposing upon the undersigned any liability, obligation, or requirement for its enforcement.

IN WITNESS WHEREOF, we have set our hands this 19 day of May, 1953.

George W. Killkamp  
James W. Killkamp  
Edward R. Schewe  
Elaine E. Schewe

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

ss

ON this 21 day of May, 1953, before me, the undersigned James W. Killkamp, a Notary Public duly commissioned and qualified for and residing in said county, personally came Edward R. Schewe and Elaine E. Schewe, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

In witness my hand and Notarial Seal the day and year last

James W. Killkamp  
Notary Public.

My commission expires the 24 day of March, 1954.

STATE OF NEBRASKA )

ss



270-302

not and deed.

Witness my hand and Notarial Seal this day and year last  
above written.

*[Handwritten Signature]*

My commission expires the 14 day of July 1957



12  
ENTRUSTED BY MUNICIPAL BODY AND RECEIVED BY THE DIRECTOR OF THE OFFICE OF PUBLIC HEALTH, PHOENIX, ARIZONA  
25 MAY 1957