

PROTECTIVE COVENANTS

THESE COVENANTS shall apply to all lots in the Summit Park Addition to the City of Omaha, Douglas County, Nebraska, except Lot 43.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1986, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the Parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity 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.

Invalidation of any one of these covenants by judgement or Court Order shall in no wise affect any of the other provisions which remain in full force and effect.

1. All lots in the tract shall be known and described as Residential Lots.
2. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family of one two family dwelling, neither to exceed one and one-half (1½) stories in height and a private garage for not more than two cars.
3. All sidewalks when provided for Residential Lots shall have a width of four (4) feet and the streetward edge of the walk shall be located five (5) feet toward of the back of the curb.
4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or a width of less than 50 feet at the building setback line.
5. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, stack, garage, barn, or other outbuilding erected in the tract 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. The ground area of the main structure exclusive of one-story open porches and garage shall be not less than 900 square feet in the case of a single-family dwelling nor less than 1500 square feet in the case of a two-family dwelling.
8. An easement is reserved over the rear 5 feet of each lot and also over two feet of each side lot line for Utility maintenance and installation. In addition an easement is reserved over those parts of Summit Park Addition which lie within 5 feet of either of two lines, the first beginning at the Southwest corner of Lot 1 and passing directly to a point 37 feet East of the Southwest corner of Lot 18 and the second

Page 2 - PROTECTIVE COVENANTS - Summit Park Addition

beginning at the Northeast corner of Lot 37 and passing directly to a point 46.0 feet South of the Northeast corner of Lot 40, for utility maintenance and installation.

9. No animals, livestock, nor poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

10. No lot shall be used, or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Signed this 17th day of August, 1955.

Jay F. Gilmore
Erma S. Gilmore
Donald G. Lamp
Margerie M. Lamp

STATE OF NEBRASKA

DOUGLAS COUNTY

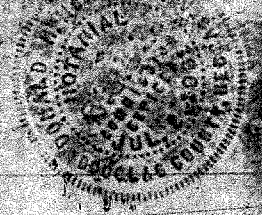
SS.

On this 17th day of August, A.D. 1955 before me, the undersigned *David H. McArthur* a Notary Public, duly commissioned and qualified for and residing in said County personally came Jay F. Gilmore and Erma S. Gilmore, husband and wife, and Donald G. Lamp and Margerie M. Lamp, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Restrictive Covenants and acknowledge the same to be their voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL the day and year last above written.

David H. McArthur Notary Public

My commission expires the 2 day of *October* 19*56*.



29.
ENTRANCE IN REGISTER INDEX AND RECORDED IN THE REGISTER'S OFFICE IN DOUGLAS COUNTY, NEBRASKA
DAY *Sept* DATE *21 1955* 15.50
THOMAS J. O'CONNOR, REGISTER OF DEEDS.