

79-19<sup>th</sup> 38

PROTECTIVE COVENANTS

The undersigned, being the sole owners of the property hereinafter described, and in order to establish a uniform plan for development do hereby create, adopt and establish the following restrictions upon the following described real estate and property, to-wit:

Lots One to Seventy-eight, inclusive, in Trendwood 3rd Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

such restrictions being as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage.

2. There is hereby created an architectural control committee whose purpose and function shall be to maintain supervision and control of construction of single family dwellings in Trendwood 3rd Addition. No dwellings shall be altered, built, constructed or otherwise maintained on any lot without the expressed written approval of the architectural control committee. Prior to commencing construction of any dwelling, the owner of the lot or his agent or contractor should submit detailed plans and specifications to the architectural control committee and the architectural control committee shall promptly review said plans and specifications and return same to the lot owner, contractor, or agent. The architectural control committee may require changes in said plans or specifications as to general appearance, harmony of exterior design and location in relation to surrounding properties in topography and other relevant architectural factors which changes shall be adhered to and followed by the lot owner, contractor or agent.

The initial architectural control committee shall consist of the following persons:

Ivan Ingwerson  
James A. Strauss  
Paul D. Strauss

In the event that any one or more said individuals shall cease to serve as a member of said architectural control committee, a successor shall be appointed by Trend Homes of Nebraska, Inc. or its successors.

3. No building shall be erected on any residential building plot nearer than 35 feet from the front lot line, nor nearer than 7 feet to any side lot line. The side line restrictions shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be erected within 15 feet of the side street line.

used on any lot at any time as a residence either temporarily or permanently.

6. No animals, livestock or 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.

7. The ground floor area of the main structure, exclusive of the one story open porches and garages shall be not less than 1200 square feet for a one story dwelling nor less than 300 square feet for a dwelling of more than one level.

8. Title holder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris.

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

10. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew underground conduit and wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon and below a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct underground conduit and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any underground conduit and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, this side line easement shall automatically terminate and become as to such unused or abandoned easementways.

11. No house or residence dwelling built in any other subdivision or location shall be permitted to be moved onto any lot within Trendwood 3rd Addition.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1979, at which time said covenants shall be automatically extended for successive periods of ten years unless, by vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

13. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1979, it shall be lawful for any other person or persons owning any

