

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS Trendwood Development Inc., a corporation is the owner of all of Trendwood, a subdivision in Douglas County, Nebraska in order to establish a uniform plan for development and for and in consideration of inducing the purchase of said property, do hereby create, adopt, and establish the following restrictions upon said described real estate and property, to wit:

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. 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 permitted nearer than 17 1/2 feet to the side street line.

3. No residential building plot described herein shall have a width of less than 35 feet at the minimum building setback line nor an area of less than 7500 square feet.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. 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.

6. The ground floor area of the main structure, exclusive of the one story open porches and garages shall be not less than 820 square feet for a one story dwelling nor less than 720 square feet for a dwelling of more than one story.

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

8. 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.

9. 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 poles with the necessary supports, sustaining wires, cross arms, guys and anchors and other line-work, ladders and to extend thereon 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 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 poles and wires along any of said side lot lines within thirty-six (36) months of date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, this side lot line easement shall terminate.

12. 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, 1974, it shall be lawful for any other person or persons owning any other lots 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 or restriction and either to prevent them or them from so doing or to recover damages or other dues for such violation.

13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

14. Portland Cement concrete public sidewalks, four feet wide by four inches in thickness shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed five (5) feet back of street curb line.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 20th day of April, 1963.



TRENWOOD DEVELOPMENT INC.

BY James A. Strauss
President

ATTEST R. P. [Signature]
Secretary

STATE OF NEBRASKA }
 } SS.
LANCASTER COUNTY }

On this 20th day of April, 1963, before me the undersigned, a Notary Public for and in said County personally came James A. Strauss, President of Trenchwood Development, Inc., a corporation, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument and acknowledge the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Lincoln in said county this day and year last above written.

DEC 397 21