

PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

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

1. Lots 1 through 9, Block 1; and Lots 1 through 11, Block 2, Twilight Hills, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, shall be known, described and used as residential lots.

2. The main floor of all single story dwellings shall cover a ground area of not less than 1400 square feet, exclusive of garages and porches and the floor area of all dwellings of two stories or of step-up design shall cover a total area of not less than 1700 square feet, exclusive of garages and porches.

All dwellings shall have garages to accommodate two cars and attached garages shall be of the same material and architecture as the dwelling.

3. No building shall be erected, constructed, 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. All basement walls and foundations which are exposed shall be of brick or stone or brick veneer construction.

4. 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.

5. 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.

6. All fuel tanks on said lots shall be buried. Playground equipment

8. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of said lots, within the exception of dogs and cats.

9. A five foot easement across and along the real 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.

10. 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.

11. 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 years from the date hereof. At the expiration of said period said restrictions shall be automatically extended for successive periods of ten years each, 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.

12. The provisions herein contained are in pursuance of a general plan of improvement and development and each provision is several and separate and invalidation of any such provisions shall not affect the validity of any other provision.

the enforcement of this instrument or any of its provisions by the undersigned, except at the option of the undersigned.

DATED this _____ day of February, 1964.

Robert V. Haman
Robert V. Haman

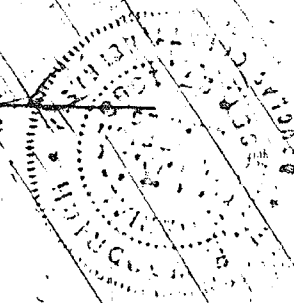
Dorothy K. Haman
Dorothy K. Haman

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 10 day of February, 1964, before me, the undersigned a Notary Public, duly commissioned and qualified for in said County, personally came ROBERT V. HAMAN and DOROTHY K. HAMAN, husband and wife, 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.

W. F. Wecker
Notary Public





Handwritten signature or name, possibly "H. F. ..."