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BOOK 561 PAGE 219

PROTECTIVE COVENANTS

LOTS 1-48, INCLUSIVE, WEST VILLAGE

KNOW ALL MEN BY THESE PRESENTS, that the Undersigned, owners of Lots 1-48, inclusive, in West Village, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded ("Property"), have created, declared, adopted and established the following restrictions upon the Property for the use and benefit of themselves, their heirs, successors and assigns, for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said Property; said restrictions to be enforceable by any individual or entity at any time holding record title to any part of the Property:

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1. Use Restrictions. 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 stories in height and a private garage for not more than three cars. "Lot", as used herein, shall mean a lot as now platted or a parcel of the Property comprised of parts or all of two or more lots as so platted; Provided that the parcel so used shall comply with Article 4 hereof. No duplex construction shall be permitted.

2. Living Area. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,000 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

3. Set-Back. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a three-foot side yard shall be permitted for a garage or other accessory building located 35 feet, or more, from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, Provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Minimum Lot Size. No dwelling shall be erected or placed on any parcel of the Property leaving a width of less than the smallest platted Lot at the minimum building

5. Utility Easements. A perpetual license and easement is hereby reserved in favor of and granted to each of Omaha Public Power District, Metropolitan Utilities District and Northwestern Bell Telephone Company, and their respective successors and assigns, to place, install, erect, operate, maintain, repair, replace and renew underground cables, mains, lines and conduits, and poles and accessory equipment for the carrying and transmission of electric current; telephone, telegraph or other messages; water; sewage and waste materials; drainage water; and gas, upon a strip of land 5' in width along and adjoining the rear and side boundary lines of each lot.

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

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

8. Moved Structures. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

9. Sidewalks, Foundations. Public concrete sidewalks, four feet wide by four inches thick shall be installed, by the then Owner, in front of each improved lot and on side street of improved corner lots. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof. All exposed foundations of residences constructed on any lot shall be painted in such color of the residence so constructed.

10. Livestock, Commercial Pet Activity. 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 they are not kept, bred or maintained for any commercial purpose.

11. BINDING EFFECT, TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years

12. Enforcement. Enforcement shall be by proceedings at law, or in equity, against any person or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

DATED this <sup>th</sup> 25 day of November, 1975.

*H. Lee Gendler, Trustee*  
H. LEE GENDLER, TRUSTEE

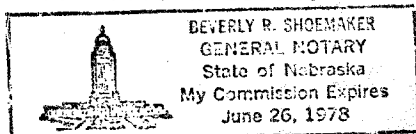
*Edward Belgrade*  
EDWARD BELGRADE

*Sandra P. Belgrade*  
SANDRA P. BELGRADE

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 25th day of November, 1975, before me, a Notary Public duly commissioned and qualified in and for said County, personally came H. LEE GENDLER, TRUSTEE, to me personally known to be the TRUSTEE and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as Trustee.

Witness my hand and notarial seal the day and year last above written.



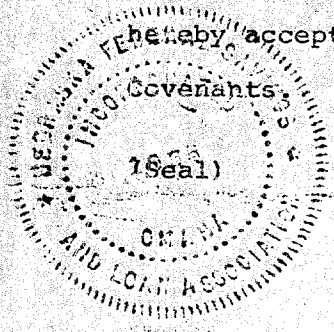
*Beverly R. Shoemaker*  
Notary Public

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 25th day of November, 1975, before me, a Notary Public duly commissioned and qualified in said County, personally came EDWARD and SANDRA P. BELGRADE, husband and wife, to me 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.

ACCEPTANCE OF COVENANTS

The Undersigned, Mortgagees upon the Property, do hereby accept, approve and ratify the foregoing Protective



NEBRASKA FEDERAL SAVINGS & LOAN ASSOCIATION,

By Wm. R. Schmid  
Title: Vice President

*[Handwritten signature]*



OMAHA NATIONAL BANK, TRUSTEE,

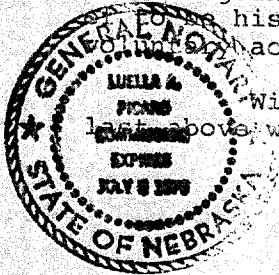
By Thomas H. Moore  
Title: Exec. V. P.

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

)  
) SS  
)

On this 26th day of November, 1975, before me, a Notary Public duly commissioned and qualified in said County, personally came Wm. R. Schmid, Vice President of NEBRASKA FEDERAL SAVINGS & LOAN ASSOCIATION, to me personally known to be the Vice President and identical person who signed the foregoing instrument, and acknowledged the execution thereof as his voluntary act and deed as such officer and the act and deed of said association.

Witness my hand and notarial seal the day and year 1975 above written.



LueLLa Pierce  
Notary Public

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

)  
) SS  
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On this 26th day of November, 1975, before me, a Notary Public duly commissioned and qualified in said County, personally came Thomas H. Moore, Exec. V. P. of OMAHA NATIONAL BANK, to me personally known to be the same and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of such corporation as TRUSTEE.

Witness my hand and notarial seal the day and year

FILED IN REGISTER INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
19 26 AT 10:46 AM  
C. HAROLD OSTLER, REGISTER OF DEEDS  
DAY OF 11

16