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PROTECTIVE COVENANTS

The following covenants are to run with the land described **except Lot Five (5)** as Lots One (1) to Fourteen (14), inclusive, in the presently platted Eden's Heights Subdivision of Section Thirty-six (36), Township Fourteen (14), North Range Thirteen (13) East of the 6th P. M. in Sarpy County, Nebraska, as surveyed, platted and recorded, together with and including all lots to be platted and added thereto in said Tax Lot 2B, and shall be binding upon all parties and persons claiming under them until September 1, 1975, at which time said covenants shall be automatically extended for a successive period of ten years, unless by a 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 estate 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 such covenants, and either to prevent him or them from so doing, or recover damages or other dues for such violation.

Invalidation of any 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.

(a) All lots in the tract herein described shall be known as and described as "Residential Lots". No structure shall be erected, altered, placed or permitted to remain on any residential

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building plot other than one detached single family dwelling, or one story and a half dwelling, and a private garage for not more than three cars, with necessary out buildings, and no lot or parcel therein shall be improved, used, or occupied by other than private one family residence purposes and there shall not be erected, placed, or maintained on any of said lots any flats, duplexes, apartments, public garages, oil stations, or any other buildings whatsoever, except single detached dwelling houses, to be used exclusively for one family dwellings.

(b) For a period of five years from the date of the recording of this Agreement no building shall be erected, constructed, altered, placed or permitted to remain on any lot in said Addition herein described until the plans and specifications have been approved in writing by the undersigned owners.

(c) No trailer, basement, shack, tent, garage, barn, or other outbuildings erected, constructed, or placed on any part of said premises shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(d) All buildings shall comply with the zoning regulations and building codes of Sarpy County, Nebraska, and in any event no buildings shall be located on any residential building plot nearer than thirty-five feet to the front lot line, nor nearer than seven and one-half feet to any side lot line.

(e) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 960 square feet in the case of a one-story home, or less than 860 square feet in case of a story and a half structure.

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(f) Garages or other outbuildings if erected on said premises during said period, and if detached from the building thereon must correspond in architecture with the dwellings.

(g) The undersigned shall have the right to require the owner to remove the dirt from the cellars, basements, or other excavations in order to maintain continuity in the general slope of the terraces.

(h) That for the purpose of construing and applying these Restrictions, a single lot shall mean a lot as now platted; or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width at the lot line of either of the lots, comprising a part of such ownership, or all of one lot and part of parts of one or more adjoining lots.

The following prohibitions shall be observed during said period:

1. No garage or other outbuildings shall be erected on any lot for dwelling purposes before the residence thereon is constructed.
2. No drive shall be constructed, except of cement, brick, stone or asphalt.
3. No open fence shall be built to a height greater than 4'0" and no hedge, fence, or other construction except drive or sidewalk shall be placed or maintained forward of the front lot line.
4. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot exposed to view, or become a nuisance.
5. No horses, cows, sheep, or any domestic animals (except dogs and cats), poultry or fowl of any kind will be permitted to be kept on any of the lots.



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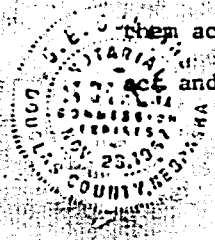
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

THAT the foregoing Protective Covenants to run with the land herein described were duly adopted and approved by the undersigned owners of the land herein described.

*Arthur Eden*  
\_\_\_\_\_  
*Agnes Eden*  
\_\_\_\_\_  
Owners

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

on this 15 day of ~~Sept~~ Sept, 1955, personally appeared before me, a Notary Public, in and for Douglas County, Nebraska, the aforesaid Arthur Eden and Agnes Eden, who executed the foregoing protective covenants in my presence and that each of them acknowledged the execution thereof to be their voluntary act and deed for the purposes therein set out.



*[Signature]*  
\_\_\_\_\_  
Notary Public