

PROTECTIVE COVENANTS

BOOK 259 PAGE 733

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1971, at which time said Covenants shall be automatically extended for successive periods of ten years unless by 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 property 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 any such Covenant and either to prevent him or them from so doing or to 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 shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be erected nearer to the front lot line nor nearer to the side street line than the building set back lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 35 feet to the front lot line, nor nearer than 17 1/2 feet to any side street line. No building, except a detached garage, or other outbuilding located 35 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 85 feet from the front lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5500 square feet or a width of less than 50 feet at the front building setback line.

D. 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 an annoyance or nuisance to the neighborhood.

E. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract 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.

F. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure and 650 square feet in the case of a 1 1/2 or 2 story structure.

G. An easement is reserved over the rear 5 feet of each lot, and also over the adjoining 2 1/2 feet on each side of the east-west lot lines between Lots 59 and 60, and between Lots 94 and 95, and the Northwesterly lot line between Lots 40 and 41, for utility installations and maintenance.

APPROVED and SIGNED as to: Property with the following description:

Lots 1 to 95 inclusive in Hargleroad Addition, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, being a subdivision of the South Half of the Southwest Quarter of the Southwest Quarter of Section 6, Township 15 North, Range 13 East of the 6th P.M.

RENSON BUILDERS, INC.

By *W. B. Hargleroad III*  
President

*Arnold Schwartz*  
Secretary

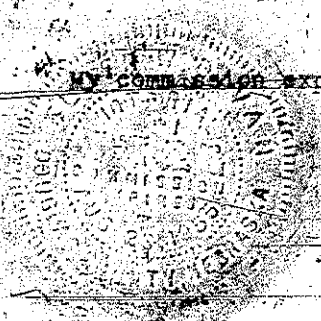
STATE OF NEBRASKA )  
                          ) ss:  
COUNTY OF DOUGLAS)

On this 25 day of January, A. D., 1951, before me [Signature]  
a Notary Public, duly commissioned and qualified in and for said county, personally  
came the above named W. B. Margleroad III, President, and Anne S. Schwartz, Secretary  
of BENSON BUILDERS, INC., who are personally known to me to be the identical persons  
whose names are affixed to the above instrument as President and Secretary of said  
corporation, and they acknowledged the instrument to be their voluntary act and deed,  
and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at Omaha in said county, the date afore-  
said.

[Signature]  
Notary Public

My commission expires Aug. 23, 1955



ENTRUSTED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA,  
ON March 1951 AT 1:24 P.M. [Signature] REGISTER OF DEEDS.

26.35