

20/213

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That whereas the undersigned Martin P. Grace and Lara T. Grace, are the record owners of Lots 1 to 11 in Grace Sub-Division located in Section 17, Township 14, Range 12, Sarpy County, Nebraska.

NOW, THEREFORE, THE FOLLOWING RESTRICTIONS AND PROTECTIVE COVENANTS ARE HEREBY PLACED ON SAID LOTS, TO-WIT:

1. All of said lots shall be used for residence purposes only.
2. No structure shall be altered, erected, 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 two cars, said garage may be attached or detached from the residence.
3. No building shall be located nearer than five feet to any side lot line.
4. No building shall be located on any one of these lots nearer than thirty feet to the front lot line.
5. No residence shall be erected or placed on any lot or plot of ground having an area of less than 9450 square feet or a width of less than 60 feet.
6. No unlawful or offensive trade or activity, nor any activity that shall be or become an annoyance or nuisance to the neighborhood shall be carried on upon any lot.
7. At no time shall any structure of a temporary character, such as a trailer or a basement on any lot be used for a residence.
8. No dwelling shall be erected on any lot, the ground floor area of the main structure of which, exclusive of one story porches and garages, shall be less than 1000 square feet, except on Lots 8 to 11 the structure may be 800 square feet, but no less.

These covenants are to run with the land and shall be binding until January 1, 1985, at which time said covenants shall be automatically extended by successive periods of ten years each, unless by a vote of the majority of the then owners of the above lots, it is agreed to rescind or alter the said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property in said development to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages and other dues for such violations. Invalidation of any of these covenants by court order or decree shall in no way affect the other provisions, which shall remain in full force and effect.

These covenants shall apply to all lots in Grace Sub-Division more specifically identified as Lots 1 to 11, inclusive, as surveyed, platted and recorded.

18 April 56 3:15 P.M. Sarpy County, Nebraska County Clerk \$1.75

20-212

EASEMENT

This Agreement, made this 15th day of March, 1956, by and between Martin P. Grace and Clara Grace, parties of the first part, and The Omaha, Public Power District and the Northwestern Bell Telephone Company, parties of the second part.

WITNESSETH:

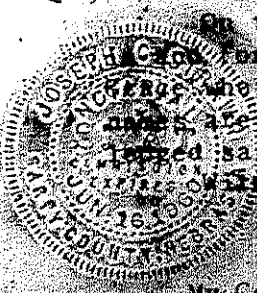
That parties of the first part are the owners of Lots One (1) to Eleven (11), inclusive, in Grace Subdivision, located in Section Seventeen (17), Township Fourteen (14), Range Thirteen (13), Sarpy County, Nebraska, as surveyed, platted and recorded. Parties of the first part hereby grant to parties of the second part, their lessees and assigns, the right and privilege to construct and maintain electric and telephone utilities along, across, over and under the rear and side boundary lines of each lot, together with any necessary hangover for the purpose of giving the owner, or owners, their heirs or assigns, of all and/or each of the lots in said Subdivision the right and privilege of obtaining the use and benefit of telephone service or electric service, and the opportunity and convenience of purchasing same from parties of the second part.

The pole lines or conduits, if any, placed on said Subdivision by parties of the second part to be placed as near as possible to the boundary lines of said lots.

Witness our hands the day and year first above written.

Martin P. Grace
Clara Grace

State of Nebraska,)
(ss.
County of Sarpy.)



On this 15th day of March, A. D. 1956, before me, a Notary Public for said County, came the above named Martin P. Grace and Clara Grace who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and who acknowledged said instrument to be their voluntary act and deed. Witness my hand and Seal the date last aforesaid.

Joseph A. Strawn
Notary Public

My Commission Expires June 14, 1960

OS 1/4
18 April 56 3:15 pm

Grant and Dedication,
Filed 4-26-55 in Book 3 at Page 31 Instrument No. _____
Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

for utility, installation and maintenance
on, over, through, under and across
or

*NO EASE
on plot*

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.
Any additional info.

Declaration of Covenants, Conditions, Restrictions and Easements.

Restrictive Covenants
 Protective Covenants
or

Dated 4-10-56 Filed 4-18-56 in Book 20 at Page 213 Instrument No. _____
Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

for utility installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.
Does it include the following ?? Homeowners Association Yes or No. (Circle One)
Does it include the following ?? Possible Telephone Connection Charge Yes or No

Any additional info.

Architectural Control, Setback

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated 3-15-56 Filed 4-18-56 in Book 20 at Page 212 Instrument No. _____

*To OPPD, NWBT for U/I/M over and under the
Rear and Side Boundary Lines of Each lot.*

Martin Grace Subdivision