

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1965.

If the parties hereto, or any of them, or their grantees, 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 one 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, except such lots or portions thereof as may hereafter be dedicated by the owners thereof for public walks and ways.

No structures shall be erected, altered, placed, or permitted to remain on any residential building plot as hereinafter defined other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage or car port for not more than two cars and attached breezeways or other out-buildings incidental to residential uses.

B. Except as hereinafter provided, no building shall be located on any residential building plot nearer than thirty-five feet to the front lot line, nor nearer than five feet to any side street line; except that on all building plots within Block One (1) of said addition, no building shall be located nearer than thirty feet to the front lot line nor nearer than five feet to any side street line. No building, except a detached garage or other outbuilding located thirty-five feet or more from the front lot line, shall be located nearer than five feet to any side building plot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand (5,000) square feet or a width of less than sixty (60) feet at the front building setback line, and such a plot of said dimensions is herein defined as a "building plot".

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 1,000 square feet, except that on the north 198 feet of Blocks One (1), two (2), and Three (3) in said addition, the ground floor area of each dwelling shall be not less than 1,200 square feet and any garages on said north 198 feet must be enclosed as distinguished from car ports.

G. An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance.

H. These Protective Covenants shall hereafter apply to
Blocks One (1), Two (2) and Three (3) in Mel-Aire,
an Addition in Douglas County, Nebraska.

IN WITNESS WHEREOF, PHOENIX DEVELOPMENT CO., (a Nebraska Corporation) being the owner of all said real estate, has caused these presents to be duly executed by its corporate officers this
28 day of July, 1952.

PHOENIX DEVELOPMENT CO.,

By: Don Decker
President

Attest: Thomas P. Henry



(STATE OF NEBRASKA)
ss.
COUNTY OF DOUGLAS)

On this 28th day of July, 1952, before me, the undersigned, a Notary Public in and for said County, personally came Don Decker, President of the Phoenix Development Co., to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Phoenix Development Co., and that the Corporate seal of the said Phoenix Development Co. was thereto affixed by its authority.

Witness my Hand and Notarial Seal at Omaha in said county the day and year last above written.

My Commission expires the 25th day of February 1954.

Thomas P. Henry
Notary Public



8
INDEXED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
28 July 1952 3:45 P.M. THOMAS J. O'DONNELL, REGISTER OF DEEDS 20.50