

BOOK 309 PAGE 165  
PROTECTIVE COVENANTS

The undersigned, Keystone Builders, Inc., owner of Lots 1 to 90 inclusive, Northwest Hills, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, does hereby state, publish and declare that all of said lots, 1 to 90 inclusive, are and shall be conveyed and shall be owned, occupied and held under and subject to the covenants and restrictions herein set forth.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1970, at which time the said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of said lots, 1 to 90 inclusive, it is agreed to change said covenants in whole or in part.

If parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said lots 1 to 90 inclusive, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damage or other dues for such violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned,

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

2. All of said lots, 1 to 90 inclusive, in Northwest Hills shall be known and described as residential lots. No structures other than churches and schools shall be erected, altered or permitted to remain on any residential building tract in lots 1 to 90 inclusive, other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars.

3. Dwellings shall be restricted to the following minimum square foot floor area for certain sections of said lots 1 to 90 inclusive, as set forth below. These sections and the minimum floor areas for dwellings (exclusive of garage, porches and breezeway) are as follows:

Section 1. Lots 1 to 6 inclusive and Lots 37 to 44 inclusive, 1100 square feet total ground area.

Section 2. All of remaining said lots 1 to 90 inclusive, not stated in Section 1, 950 square feet total ground area for one story dwellings and 850 square feet total ground area for one and one half and two story dwellings.

Except as above written use, height, area regulations and set backs shall at all times conform to the existing Zone Ordinance of the City of Omaha. There shall be no driveways to either Redick Avenue or 60th Street from any of the said lots, 1 to 90 inclusive, abutting upon either of said streets.

4. That no noxious or offensive trade or activity shall be carried on upon any of said lots, 1 to 90 inclusive, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailers, basement, tent, shack, garage or other out-buildings or structure of a temporary nature erected on said lots 1 to 90 inclusive, shall at any time be used as a residence, temporarily or permanently.

6. It is expressly understood and agreed that all of said lots 1 to 90 inclusive, are sold subject to the rights of the Northwestern Bell Telephone Company and the Omaha Public Power District to place or maintain poles on or adjacent to the rear or side lines of said lots.

7. No buildings or improvements already erected shall be moved on to said lots 1 to 90 inclusive, unless the written consent of the undersigned is first obtained.

Dated this 25th day of April 1956

ATTEST Robert C. Hastings  
Secretary

KEYSTONE BUILDERS, INC.,  
Kenneth E. Reed  
President

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

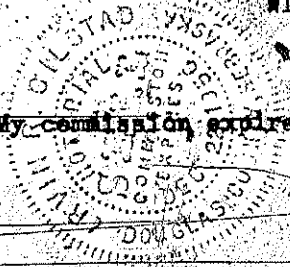
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On this 25th day of April A.D. 1956, before me a Notary Public in and for said County, personally came the above Kenneth E. Reed President, and Robert C. Hastings, Secretary of Keystone Builders, Inc., who are personally known to me to be the identical persons whose names are affixed to the above Protective Covenants as President and Secretary of said Corporation, and they acknowledged same to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.

Irving J. [Signature]

My commission expires on the 12 day of Dec A.D. 1956



15. 24-90  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA,  
25 DAY April 1956 AT 2:24 P.M. THOMAS J. O'CONNOR, REGISTRAR OF DEEDS

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

I, Robert P. Hupp, being first duly sworn do hereby certify that I am now, and for more than one year last past have been, Secretary and Treasurer of Christ The King Church, a Nebraska Corporation; that attached hereto and by reference made a part hereof is a copy of a resolution duly adopted unanimously by the members of said corporation, authorizing the sale and conveyance of Lot 18, in Block 10 in Broadmoor Heights, an addition in Douglas County, Nebraska.

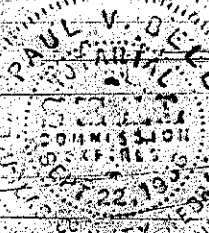
Notice of the intention to call a meeting of the members of said Corporation to adopt said resolution was given in the church building of said corporation to the members of the parish for more than three regular weekly services prior to the meeting of the members of the Corporation at which said resolution was adopted.

That at a special meeting following the sale of the above described property the members of said Corporation, by unanimous vote, authorized the President and Secretary-Treasurer of said Corporation to execute a deed of conveyance to John A. Sloan and Irene E. Sloan, husband and wife, as joint tenants and not as tenants in common, upon full payment of the agreed purchase price.

DATED this 24th day of April, 1956.

CHRIST THE KING CHURCH

By: Robert P. Hupp  
Robert P. Hupp  
Secretary and Treasurer



Subscribed and sworn to before me this 25 day of April, 1956.

Paul V. O'Connell  
Notary Public

My Commission expires: Sept 22, 1956