

**PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS.**

For a part of LEE VALLEY, a Subdivision in Douglas County, Nebraska

THESE COVENANTS shall apply to the following lots and blocks in LEE VALLEY ADDITION: Lots 1 thru 12, inclusive, in block 1; All of Block 2; Lots 1 thru 14, inclusive, in Block 3; Lots 1 thru 6, inclusive, in Block 4; Lots 1 thru 11, inclusive, in Block 5; and Lots 1 thru 12, inclusive, in Block 6.

1. All said lots shall be known, described and used as Residential lots.

2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling per lot which is not to exceed two (2) stories in height and a private garage for not more than two (2) cars.

3. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots. Where street width is 50 feet, the sidewalks are to be located five feet inside of curb.

4. No residential structure shall be erected or placed on any lot which has an area of less than 5,000 square feet or a distance in width of less than 50 feet at the building setback line.

5. 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.

6. No trailer, basement, tent, shack, garage, barn, or other out building 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.

7. The ground area of the main structure exclusive of one-story open porches and garage shall be not less than 750 square feet for two-story houses, or 900 feet for single-story houses.

8. No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 7 feet to any side street line. No building shall be located nearer than 7 feet to any side lot line, except that a minimum side yard and a minimum rear yard of 2 feet shall be required for a garage or other permitted accessory building located on an interior lot nearer than 35 feet to the rear lot line. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. The Provisions herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots above described, until January 1, 1986, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their heirs, successor, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

12. The provisions herein contained are in pursuance of a general plan of improvement and development, and each provision is several and separable, and invalidation of any such provision shall not effect the validity of any other provision.

13. Any person for whose benefit these covenants thus exist shall have full power, authority and right, in his or her own name, to maintain suitable action, either at law or in equity, for the enforcement of these covenants or for the collection of damages resulting from the violation of said covenants; but such action always shall be optional to such person, and in no event over shall be deemed to be obligatory upon either this corporation, or upon its successors or assigns, or other person whomsoever.  
February 13, 1965.

LEE VALLEY DEVELOPMENT CO.

*Warren L. Jacobs*  
Warren L. Jacobs, President

Attest: *Jennie L. Jacobs*  
Jennie L. Jacobs, Secretary



STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS

On this 13<sup>th</sup> day of February, 1963,  
before me, the undersigned a Notary Public, duly commissioned and  
qualified for and in said county, personally came Warren L. Jacobs  
and Jennie L. Jacobs, President and Secretary respectively of  
Lee Valley Development Co., to me known to be the identical persons  
whose names are affixed to the foregoing instrument and acknowledged  
the execution thereof to be his and her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last  
above written.

John A. Robinson  
Notary Public

My Commission expires the 19<sup>th</sup> day of December, 1968.

RECEIVED

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NOTARY PUBLIC  
STATE OF NEBRASKA

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435

*Handwritten signature*

*John A. Robinson*  
77-407-437

*Misc*

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