

79-191+

PROTECTIVE COVENANT

BOOK 511 PAGE 257

CENTER PARK

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being all of the owners of Lots 1 through 221 in Center Park, a Subdivision in Douglas County, Nebraska; for the mutual protection of the present and subsequent owners of said lots, do hereby covenant and declare that said lots shall be owned, conveyed and used under and subject to the following covenants, conditions, easements and restrictions herein set forth. The terms and provisions of this instrument shall be binding on all present and future owners of the above-described properties for a period of thirty (30) years from the date of the execution hereof.

If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants it shall be lawful for any other person owning any part of said real estate 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 them or him from doing so or to recover damages or other dues for such violation. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

There shall be appointed an architectural review board to regulate the design and other matters pertaining to the single family dwellings to be constructed on said lots in Center Park Subdivision. It shall be the purpose of this board to create harmonious design and control the esthetic appearance of the appurtenances to be constructed on said single family lots. The aforesaid board shall consist of five members (except as provided hereinafter) to be initially composed of Conleth W. McGill, William F. Witcofski, Harold Treptow, Arthur J. Pattee and Martin A. Pedersen. No party shall construct a single

family or other dwelling in the subdivision without receiving the prior written approval of the plans for such dwelling from a majority of said board. The initial members of said board shall serve until: a) the expiration of three years from the date hereof, b) their earlier resignation, or c) their earlier sale or other disposition of any direct or indirect interest which they have in the described lots. The first two members of said board who retire therefrom shall not be replaced. After the initial term, hereunder, a new board of three members shall be elected by the fee owners of the described lots for terms of two years and such board shall be elected every two years thereafter until all of the described lots have been built upon. At that time, the architectural review board shall be discontinued. Each owner of the described lots shall have one vote per lot owned and cumulative voting shall be required. If one or two members of a three member board shall terminate membership on said board, the remaining members shall choose a replacement therefor.

A. Said lots shall be used for single-family purposes and for accessory structures incidental to residential use, for parks, recreational, church or school purposes; provided, however, that nothing herein contained shall prevent the use of Lots 1, 13, 14, 26, 27, 53, 54, 84, 85 and 105 for multi-family residential purposes as long as such use is limited to a density of no more than seven units per acre. It is understood and agreed that model homes held open for display for customers' inspection by developers or their agents will not in any way be a violation of these covenants.

B. No noxious or offensive trade or activity shall be carried on upon any plot of ground in this subdivision, nor shall anything be done upon a single-family or a multi-family purpose lot which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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.

No dwelling constructed in another area or addition may be moved into or permitted to remain on any lot in this subdivision provided however, that modular construction will be permitted in the area.

D. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to construct and operate, maintain, repair, replace and renew, buried or underground cables, conduits or wires for the carrying and transmission of electric current for light, heat and power for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct such buried or underground cables, conduits or wires along any of said side lot lines within thirty-six (36) months of date hereof or if any are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence which shall meet the following specifications: a 1/2 inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building. No permanent building, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other

purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

E. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each non-commercial built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed five (5) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof. In lieu of the installation of said sidewalk, because of weather, an escrow deposited with the mortgagee will be considered acceptable.

F. (1) Where lots are improved with single-family dwellings, there shall not be constructed or erected the same front elevation on any two adjoining lots unless authorized in writing by the architectural review board. Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 1,000 square feet on the ground floor for a one-story house (1,100 square feet being required if a basement garage plan); 1,200 square feet for a one-and-one-half-story house; 1,600 square feet above basement level for a two-story house; 1,100 square feet throughout the house for a bi-level, tri-level, split-level or split-entry house, and the foundation walls must enclose an inside ground area of not less than 1,050 square feet. In addition, each single-family dwelling shall provide covered space for at least two cars (attached or basement garages only being permitted, except that basement garages shall not be permitted in two-story and one-and-one-half-story houses). (2) No building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17 1/2 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line, except that a three-foot side and rear yard shall be permitted for a garage or other accessory building located forty feet or more from the minimum building setback line. No dwelling shall

be located on any interior lot nearer than 25 feet to the rear lot line. For the 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. Notwithstanding the provisions of this paragraph number F, the restrictive provisions for side yards and front yards shall automatically be amended as to any lot for which the City of Omaha, Nebraska, acting through the City Council, Planning Board or Zoning Board of Appeals, shall determine and permit a lesser area or distance.

G. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owners expense upon the request or act of any landowner in the subdivision. All automobiles must be parked either indoors or on concrete slabs or drives if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers, trailers must be parked or stored so as not to be visible from the street.

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

I. No fence shall be permitted to be erected or maintained in front of the main residential structure, and no concrete blocks shall be exposed above ground on any side of a foundation which faces toward a street.

J. No outside radio, television, ham broadcasting, or any other electronic antenna or aerial shall be erected or placed on any structure or any lot.

K. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot without the prior written approval of the architectural review board during the period of existence of said board; provided, however, that "for sale" signs not exceeding four (4) square feet in area will

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be permitted. The above restrictions as to signs do not apply to signs erected by the undersigned or their agent or agents in the development of the subdivision.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 1<sup>st</sup> day of May, 1972.

FIRST PENN PACIFIC LIFE  
INSURANCE COMPANY

By John B. Prince

ARTHUR J. PATTEE AND COMPANY

By Arthur J. Pattee

PEDERSEN CONSTRUCTION COMPANY

By Markie Pedersen, Pres.

CON MCGILL CONSTRUCTION, INC.

By Conleth Con McGill - Pres.

WITCOFSKI HOME BUILDERS, INC.

By William Witcofsky

TREPTOW CONSTRUCTION CO., INC.

By Carolyn Treptow - Pres.

STATE OF NEBRASKA )  
                         ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came Gene P. Spence, Attorney-in-Fact of First Penn Pacific Life Insurance Company, a corporation, known to me to be the Attorney-in-Fact and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on this 1<sup>st</sup> day of May, 1972.

James T. Kasher  
Notary Public

My commission expires: Sept. 19, 1972.

STATE OF NEBRASKA )  
                         ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came Arthur J. Pattee, President of Arthur J. Pattee and Company, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on this 1<sup>st</sup> day of May, 1972.

James T. Kasher  
Notary Public

My commission expires: Sept. 19, 1972.

STATE OF NEBRASKA )  
                         ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came Martin A. Pedersen, President of Pedersen Construction Company, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on this 1<sup>st</sup> day of June, 1972.

James T. Kasher  
Notary Public

My commission expires: Sept. 18, 1972.

STATE OF NEBRASKA )  
                         ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came Conleth W. McGill, President of Con McGill Construction, Inc., a corporation, known to me to be the President

and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on this 1<sup>st</sup> day of  
May, 1972.

James F. Kasher  
Notary Public

My commission expires:

Sept. 19, 1972

STATE OF NEBRASKA )  
) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came William F. Witcofski, President of Witcofski Home Builders, Inc., a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on this 1<sup>st</sup> day of  
May, 1972.

James F. Kasher  
Notary Public

My commission expires:

Sept. 19, 1972

STATE OF NEBRASKA )  
) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came Harold E. Treptow, President of Treptow Construction Co., Inc., a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on this 1<sup>st</sup> day of  
May, 1972.

James F. Kasher  
Notary Public

My commission expires:

Sept. 19, 1972

12  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
19 DAY OF June 1972 AT 11:30 A.M. M. T. HAROLD USTLER, REGISTER OF DEEDS  
79<sup>00</sup>