

PROTECTIVE COVENANTS
FOR
HUMMINGBIRD HILL SUBDIVISION IN
DOUGLAS COUNTY, NEBRASKA

Omaha, Nebraska
April 24, 1962

To Whom it May Concern:

KNOW ALL MEN BY THESE PRESENTS:

That Aksarben Heights, Inc., a Nebraska corporation, the title owner of the land and lots contained in the subdivision known as HUMMINGBIRD HILL located and being within the Northeast Quarter of the Southeast Quarter of Section 3, Township 15 N, Range 12 East of the 6th P.M., and the Southeast Quarter of the Southwest Quarter, except the south One Thousand Feet of the latter, all in Section 3, Township 15 N, Range 12 E. of the 6th P.M., all in Douglas County, Nebraska, the said subdivision having been surveyed, platted and recorded, does hereby mutually covenant and agree, pursuant to a general plan of improvement and development, and for valuable consideration, as follows:

1. All lots in Hummingbird Hill, a subdivision in Douglas County, Nebraska, shall be known and described as residential lots and shall be used for residential purposes.
2. a. The main floor of all single story dwellings shall cover a ground area of not less than eight hundred square feet, exclusive of garages and porches. No dwellings of more than two stories shall be erected in this Subdivision.
 b. The main floor of all dwellings of one and one-half story or two story shall cover a ground area of not less than seven hundred square feet, exclusive of garages and porches.
 c. Any dwelling that does not have a basement under it of at least fifty percent of the main floor area shall cover a ground area of eight hundred fifty feet or more.
 d. In the construction of any house on any lot where no garage or carport is provided at the time of construction, there shall be provided a driveway on one side of the house of a minimum of ten feet so that a garage may be built at a later date if desired.
 e. The side or sides of any house constructed on any lot shall not be closer than five feet from the lot line.
3. A five foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of electric and communication lines and for the erection of poles thereon; with privilege of access thereto.
4. No illegal or offensive activity shall be carried on upon any lot nor shall anything be done thereon which is, or may become, a continuing nuisance or annoyance to the neighborhood. Nor shall any yard of any lot be used to store old lumber, wrecked autos, or other salvage materials.
5. No building shall be located on any lot nearer than 35 feet to the front lot line. For the purpose of this paragraph, eaves, steps and open porches shall not be considered as a part of the building.
6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.
7. 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 they are not kept, bred or maintained for any commercial purpose and are not vicious in character.

7. Dwellings constructed in another addition or location shall not be moved to or upon any lot within this addition, provided, however, this shall not be interpreted to forbid a manufactured house or prefabricated sections of a house from being erected on any lot.

8. 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. Walks shall be located one foot outside the lot line.

9. The restrictions herein set forth shall run with the land and be binding upon all persons for a period of twenty-five years after date hereof.

10. The provisions herein are in pursuance of a general plan of improvement and development. Each provision is several and separable and invalidation of any provision or provisions shall not affect any of the other provisions.

11. The provisions herein are in pursuance of a general plan of improvement and development and shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns and all their grantees both immediate and remote, and shall run with the land for the benefit and be imposed upon all subsequent owners of each of the lots in this Subdivision.

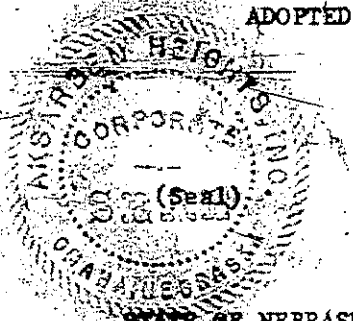
12. No provision contained in this instrument shall in any way be construed as imposing upon the undersigned or its successors in interest, any liability, obligation or requirement for its enforcement.

ADOPTED BY AKSARBEN HEIGHTS, Inc., on this 27th day of April, 1962.

AKSARBEN HEIGHTS, Inc.,

By Willard I. Friedman, President.

Attest: J. Friedman, Secretary.



STATE OF NEBRASKA
COUNTY OF DOUGLAS) SS:

On this 27th day of April, 1962, before Velma H. Flake

a notary public, in and for Douglas County, Nebraska, personally appeared Willard I. Friedman, president of Aksarben Heights, Inc., and acknowledged the foregoing set of protective covenants, as and for the act and deed of the said Aksarben Heights, Inc., for the purposes therein stated.

Velma H. Flake
Notary Public

My commission expires on Oct 4, 1963.

