

RESPECTIVE COVENANTS AND EASEMENTS

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until August 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their 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 covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any 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. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars; except that two-family dwellings may be erected on lots 1, 2, 31, 32, 33, 34, 35 and 36, not to exceed two (2) stories in height and with private garages for not more than two (2) cars.

B. In any event, no building shall be located on any lot nearer than 25 feet to front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line, except that a three-foot side yard shall be permitted for a detached garage or other accessory building located 50 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to 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.

C. No dwelling shall be erected or placed on any lot having a width of less than 55 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

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. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

G. 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.

H. The ground area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet in the case of a one-story structure, nor less than 750 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

I. A perpetual easement is hereby granted to the Omaha Public Power District, a political subdivision of the State of Nebraska, and to Northwestern Bell Telephone Company, a corporation, and to their respective successors and assigns, to support and maintain electrical and telephone utilities along, across, over and under, together with any necessary overhang, the rear boundary lines of lots 1 to 17 inclusive and the side boundary lines of lots 6, 7, 8, 9, 27, 28, 29, 30, 37 and 38, all in Avery Heights, an addition, surveyed, platted and recorded, in Sarpy County, Nebraska.

Witness my hand and Recorded in the Register of Deeds office in Sarpy County, Nebraska
6 Aug 1978
M. Geo. F. [Signature] County Clerk