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FILED FOR RECORD 7-17-77 AT 11:55 A.M. IN BOOK 50 OF Misc. Rec. 23.0
PAGE 554 Carl & Hilda REGISTER OF DEEDS, SARPY COUNTY, NEB.

RESTRICTIVE COVENANTS

The undersigned being all of the owners of property located within Birchwood Estates, a subdivision in Sarpy County, Nebraska, hereby revoke the prior Restrictive Covenants dated the 28th day of April, 1975, and filed of record with the Sarpy County Register of Deeds on June 26, 1975, and found at Book 48, Miscellaneous Records, Page 311. The undersigned hereby declare the following covenants to run with the land and be binding on present and future owners of any part or all of the following described real estate until January 1, 2000:

Lots 1 through 20, inclusive, Birchwood Estates, a subdivision of Sarpy County, Nebraska.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. In addition, the County of Sarpy, Nebraska, is hereby made a contractual beneficiary of these covenants and shall be entitled to all the foregoing remedies of owners for the enforcement of these covenants. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and accessory structures incidental to residential use. In connection with such dwelling, the following accessory uses are permitted; private garage, private stable for not more than two horses on a lot containing at least two acres, a private stable for one horse for each additional whole acre, private dog kennel for not more than three dogs on a lot containing two acres or less. Accessory building shall be constructed in a manner substantially compatible with the main building and the roof and siding of any accessory building shall be constructed of similar material as the roof and siding of the main dwelling.

B. The following building restrictions for single-family dwellings shall apply to said lots:

1. A one-story (ranch) house shall have finished living space exclusive of open porches, breezeways, and garages of 1400 square feet on the main floor and the foundation walls must enclose a ground area of not less than 1400 square feet exclusive of garage.
2. A one-story, split entry, or bi-level house with garage under shall contain finished living space of 1300 square feet on the main floor and the foundation walls must include a ground area of not less than 1300 square feet (including garage).
3. A split level (tri-level) house shall contain finished living space of 1100 square feet on the first and second floor and the foundation walls must enclose a ground area of not less than 750 square feet, excluding garage. The third floor area must contain at least 450 square feet, or 1650 square feet on three floors.
4. A two-story house must contain at least 900 square feet of finished area on the first floor and 900 square feet of finished area on the second floor. All garages constructed for two story houses shall be attached garages and not under the main structure.
5. Each residence shall include an enclosed garage for at least two cars.
6. All houses shall have driveways constructed of Portland Concrete or asphalt.
7. The exposed portion of any fireplace chimney shall be constructed or faced with brick, simulated brick or stone, or wood if architecturally compatible.
8. The exposed portions of any foundations (front elevation only) shall be constructed or faced with brick.
9. Any tennis courts or swimming pools constructed on any of the above lots shall be screened by adequate fencing which will substantially eliminate the view of said tennis courts or swimming pools from the street. Any and all tennis courts and swimming pools constructed shall be constructed behind the building set-back line; in no event constructed closer than 50 feet to the front lot line.

C. Any dwelling shall be completed on the exterior within at least six months after commencement of construction of any building or structure of any type. All buildings shall be finished and painted or stained on the outside, unless they are constructed of stone or brick.

D. No structure may be erected closer than 50 feet to its front or rear lot lines nor closer than 20 feet to its side lot lines, except accessory buildings may be located 15 feet from the rear lot line. Accessory buildings, except private garages, may not be located closer than 100 feet to the front lot line. The front lot line is construed to mean the street right-of-way line.

E. No purchaser, owner, or occupant of any of the said lots in this addition shall make or authorize to be made any cuts in the streets for the purpose of making connection with any facilities for utilities or for any other purpose except where approval in writing has been granted by the subdivider or his agent, successor, heir or assigns.

F. Prior to any construction or grading on residential lots, the owner must first submit construction plans to undersigned subdivider and secure his written approval thereof. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, and drainage plan. In the event owner contemplates construction of a fence, such plans shall include the type of material to be used and the location thereof. Plans will not be returned to the owner. Within ten days after receipt of said plans, the undersigned shall either notify the owner in writing of its approval of plans or disapproval with reasons thereof, but if undersigned shall fail to send either notice within the ten day period, then such plans shall be deemed approved. Said plans shall also include the plans, specifications and diagram for the septic system.

G. Any propane gas tanks to be used in conjunction with provision of heating of any residences shall either be screened with a suitable fence or shall be buried underground and set back to the rear of the residence.

H. No fences, walls, trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view of street intersections sufficient for the safety of pedestrians and vehicles.

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I. No dwelling or house constructed in another area or addition and no prefabricated off-site, manufacture, or modular house may be moved onto or permitted to remain on any lot or portion thereof in this subdivision.

J. 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.

K. All trailer, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear of the building line of the residence. All trucks having a capacity of over 3/4 ton shall be enclosed in structures, and such trucks shall not be permitted to be parked in driveways or on the public streets.

L. The owner of each lot, vacant or improved shall keep his lot or lots free of weeds and debris and tended in such a way that their appearance is not objectionable to the surroundings.

M. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobiles, junk piles, or storage of any kind of junk or waste material.

N. None of the land shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy conditions, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any land in the subdivision. All rubbish, trash, and garbage shall be removed from the subdivision and shall not be burned by open fire, incinerator, or otherwise on the subdivision or any part thereof.

O. All structures used for the housing or maintenance of horses, and where horses are maintained or kept shall be maintained at all times in a clean, neat, orderly manner by the owner of said real estate. Manure in stables must be collected at least daily and placed in concrete or metal fly-proof containers. All manure must be removed from the premises at least weekly. All horse fencing

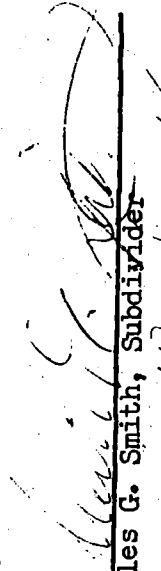
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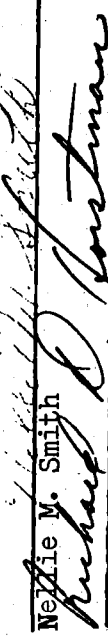
must be kept in good condition and not allowed to deteriorate or look shabby. The owner of each lot shall take all reasonable and necessary steps to insure adequate rodent control on said lot.

P. A perpetual license and easement is hereby granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables, conduits, and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph message service under and through a five (5) foot strip of land adjoining the front, rear and side boundary lines of said lots in said subdivision; said licenses being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cable, conduits or poles along any of said side lot lines within sixty (60) months of date hereof, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

Q. In addition to paragraph "O" above, perpetual easement is hereby granted to the Omaha Public Power District and Northwestern Bell Telephone and Telegraph Company to construct, operate, maintain, repair and remove underground wiring for the carrying and transmission of electric current for lights, heat and power and for all telephone and telegraph message purposes on, above, under or across a strip of land ten feet (10') in width being five feet (5') on each side of and parallel to those facilities as constructed from the service entrance of the main residential structure to the side, rear or front lot line of said lot. No permanent buildings, trees, fences, pavements, retaining walls, loose rock walls or similar improvements shall be grown, build or maintained within the area of the utility easement or right-of-way which may damage or interfere with their use.

IN WITNESS WHEREOF, we have executed this instrument at Sarpy County, Nebraska, this 30th day of June, 1977.


Charles G. Smith, Subdivider


Nellie M. Smith


Richard D. Fortman



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STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Now on this 30th day of June, 1977, before me, a Notary Public,

duly commissioned in and for said County, personally came Charly D Smith

Nedra M Smith, husband & wife; Richard D. Hartman & Nancy R Hartman, husband & wife

known to me to be the identical persons whose names are subscribed to the foregoing Protective Covenants, and they acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



L. B. Living
Notary Public