

35-1040

RESTRICTIVE COVENANTS

The undersigned, CARRIAGE HILL, INC., hereby declares that the following Covenants are to run with the land, and shall be binding on all present and future owners of all or any part of the following described real estate, until August 1, 1983:

Lots 28 to 54 inclusive, Lot 80 and Lots 146 to 149 inclusive, in Carriage Hill, a Subdivision located in a part of the North Half of the Northwest Quarter of Section 35, Township 14, North, Range 12 East of the 6th P.M. in Sarpy County, Nebraska.

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1. All of the lots hereinabove described shall be used exclusively for residential purposes and no buildings shall be erected, altered, placed, used or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height, and a private garage for not more than three cars.
  2. (a) The minimum building set back line for dwellings, excluding steps and open porches, shall be as follows:
    1. Front Yard - 35 feet.
    2. Side Yard - 10 feet.
    3. Rear Yard - 25 feet.
    4. Corner lot, side yard set back on side yard - street side, shall not be less than 17 1/2 feet.(b) Garages, if detached, shall be located so that the rear thereof is not less than ten feet from the rear lot line.
  3. The main floor, exclusive of garage and open porches, shall have a minimum area as follows:
    1. One story or split level, with garage attached, 1050 square feet.
    2. One story, garage detached or in basement 1100 square feet.

3. One and One-half or two stories with garage attached, first floor area 750 square feet, with minimum total finished area of 1250 square feet.  
One and One-half or two stores, with garage detached or in basement, main floor area 850 square feet, with minimum total finished area of 1250 square feet.
4. No building shall be erected without an enclosed garage with a minimum capacity of one automobile.
5. No building shall be erected, constructed, altered, placed or permitted to remain on any lot until the plans and specifications and set back requirements have been approved in writing by Carriage Hill, Inc. This restriction shall terminate ten years after the date hereof.
6. No noxious or offensive trade or activities shall be carried on on any lot, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No fences shall be erected in front of the main residential structure, and hedges shall not exceed three feet in height. All lots shall be free and clear of all trash and debris.
7. Sidewalks shall be constructed by each owner in front of each lot, and along the street side of each corner lot, prior to the occupancy of the residence constructed upon said lot, with the exception of the south side of Lots 40 and 41. Said sidewalks shall be constructed of cement, four feet in width and four inches in thickness and shall be located seven and one-half feet back of the street curb line.

8. No structure of a temporary character, trailer, tent, shack, garage, barn or any other out building shall be erected upon, moved upon, or used on any lot at any time as a residence, either temporarily or permanently.
9. No animals, livestock or poultry of any kind shall be raised or kept on said lot, except dogs, cats or other household pets may be kept, providing they are not kept, bred or maintained for any commercial purpose.
10. No posters or outdoor signs of any kind may be erected or placed on any part of above described premises, except only that residential "For Sale Signs" not exceeding four square feet in area shall be permitted. This restriction shall not apply to the undersigned, or its initial grantee, either of whom may erect signs in connection with the development and sale of said subdivision.
11. A perpetual license and easement is reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, its successors and assigns, over and under the rear five feet of each lot for utility installation and maintenance, together with five feet of the side yard of each lot adjacent to the property line for said purpose. Provided, however, if the said side yard is not used for said purpose within a three year period following construction of a home on said lot, said easement shall lapse.
12. No building or structure to be used as a residence shall be moved in or placed on any of the lots described herein.
13. 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.

The foregoing Restrictive Covenants running with the land in the manner herein set out were duly adopted by resolution of Carriage Hill, Inc., as a special meeting of the Board of Directors of said Corporation held on the 7<sup>th</sup> day of October, 1965.

CARRIAGE HILL, INC.,

By [Signature]  
President

ATTEST:

[Signature]  
Secretary

STATE OF NEBRASKA )  
COUNTY OF Sarpy ) SS

WESLEY H. TURTSCHER, being first duly sworn, upon oath deposes and says that he is Secretary of Carriage Hill, Inc., and that the foregoing Restrictive Covenants were duly adopted by Resolution of the Corporation at a Special Meeting of the Board of Directors of said Corporation held on 7<sup>th</sup> day of October, 1965.

[Signature]  
Subscribed and sworn to before me this 7<sup>th</sup> day of October, 1965.

[Signature]  
Notary Public

