

file copy

expired show easel

No. : Country Club Manor, Inc. : RESTRICTIVE COVENANTS.
Misc. 374, : (Corporate Seal) : Dated Dec. 27, 1961.
Page 509. : By Don Decker, President, : Filed Jan. 2, 1962.
: Attest: John W. Delehant, Secretary :
: : To :
: Whom it may concern. :

The undersigned 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 January 1, 1993.

Lots #1 through 279, all in Country Club Manor, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons 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.

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.

A. Said lots shall be used only for single-family residential purposes and for accessory structures incidental to residential use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than 7500 square feet. No building shall be located on any plot nearer than 35 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than 7 feet to any said line of any building plot.

C. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No trailer, basement, tent, shack, garage, barn or other out-building 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.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 1,000 square feet for a one-story structure nor less than 900 square feet for a one-and-one-half story or taller structure. On Lots 1 through 12; Lots 45 through 153; Lots 168 through 178; and on Lots 207 through 279, the minimum ground floor area shall be 900 square feet for a one story or taller structure.

F. 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 erect and operate; maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors 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 and message service over and upon a 5 foot strip of land adjoining the rear and side boundary lines of said 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 poles and wires along any of said side lot lines within 36 months of date hereof or if any poles or wires 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.

G. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot, with the outside sidewalk edge to be located five feet back of street curb line. Such sidewalk shall be constructed by the then owner at time of completion of the main residential structure.

H. Notwithstanding the foregoing, said Covenants shall be automatically superseded if the Omaha Appeal Board shall permit a lesser yard distance or area for any lot or lots.

I. As to the following unplatted real estate, no use shall be made thereof except for single family or multiple family uses or for church, school or recreational purposes:

Those parcels lying north of Redick south of Country Club Manor and extending from 66th Street to a line approximately 956' east and parallel to 66th Street.

No witness. Acknowledged December 27, 1961 by Don Decker, President of Country Club Manor, Inc. in due form for said Corporation before I. F. Goebel, Notary Public, with seal, Douglas County, Nebraska. Commission expires February 18, 1965.