

31-385

RESTRICTIVE COVENANTS

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, 1995.

Lots #1 through 315, inclusive, and Out Lots #318, 319, and 320, all in Twin Ridge, a subdivision in Sarpy 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, park, or school purposes, except that Lots #2 through 35, inclusive, may also be used for multi-family structures and Lots #1 and 312 through 315, inclusive, may also be used for all commercial purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than 7,000 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 5 feet to any side 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. 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.

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

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 900 square feet for a one-story structure nor shall the foundation area be less than 720 square feet for a one-and-one-half story or taller structure, bi-level, tri-level, split-level or split entry with a minimum of 1,000 square finished feet throughout the house.

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 five (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 thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways.

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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 sidewalks shall be constructed by the land owner at time of completion of the main residential structure.

H. The provisions of Paragraph G, shall be automatically waived as to any lot for which the City of Bellevue, Nebraska shall permit lesser lot area or yard requirements.

I. The undersigned further grants to the City of Bellevue, Nebraska the following perpetual easements over and under the following property for the construction, repair, replacement and use of the following sewers:

SANITARY SEWER EASEMENTS:

LOT 2:

That part of Lot 2 lying southwesterly of the following described line:

Beginning at a point on the West line of Lot 2 which is 10 feet Northeastly of the Westernmost corner of Lot 2 and extending thence, Southeastly to a point on the East line of Lot 2 which is 10 feet Northeastly of the Southernmost corner of Lot 2.

LOT 3:

That part of Lot 3 lying Northeastly of the following described line:

Beginning at a point on the West line of Lot 3 which is 10 feet Southwestly of the Northernmost corner of Lot 3 and extending thence, Southeastly to a point on the East line of Lot 3 which is 10 feet Southwestly of the Easternmost corner of Lot 3.

LOT 4:

That part of Lot 4 lying 10 feet on either side of the following described line; and the extensions thereof:

Beginning at a point on the West line of Lot 4 which is 112.12 feet Northeastly of the Westernmost corner of Lot 4 and which is the Easternmost common corner of Lots 2 and 3 and extending thence, Southeastly along the extended common line of Lots 2 and 3 to the point of intersection of said common line with the Southeastly line of Lot 4.

LOT 5:

That part of Lot 5 lying 5 feet on either side of the following described line and the extension thereof:

Beginning at a point on the North line of Lot 5 which is 43 feet Northeastly of the Westernmost corner of Lot 5 and extending thence, Southerly to a point on the West line of Lot 5 which is 27 feet Southeastly of the Westernmost corner of Lot 5.

STORM SEWER EASEMENTS:

The parts of Lots 1, 2, 3, 4 lying 40 feet on either side of the West line of Lot 4 and the extension of said West line through Lot 1.

The parts of Lots 16 through 24 and 25 through 34 lying 40 feet on either side of the Easterly lines of Lots 25 through 34.

The parts of Lots 15, 16, and 35 lying 40 feet on either side of the following described line:

Beginning at the Southeast corner of Lot 34 and extending thence, Southerly to the Northeast corner of Lot 194 of Mission Gardens, a platted Subdivision of Sarpy County, Nebraska.

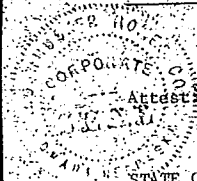
The parts of Lots 27 and 28 lying 10 feet on either side of the common line of said Lots beginning at the West end of said common line and terminating at a point on said common line which is 40 feet Westerly of the East end of said common line.

The parts of Lots 34 and 35 lying 10 feet on either side of the common line of said lots beginning at the West end of said common line and terminating at a point on said common line which is 40 feet West of the East end of said common line.

The parts of Lots 49 and 50 lying 10 feet on either side of the common line and the extensions thereof of said Lots 49 and 50.

The parts of Lots 106 and 107 lying 10 feet on either side of the common line and the extensions thereof of said Lots 106 and 107.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 27th day of March, 1963.



Attest: [Signature]
Secretary

CORNHUSKER HOMES CO.
By: [Signature]
President

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of CORNHUSKER HOMES CO., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

[Signature]
Notary Public

My Commission Expires: 25th March 1965