

36-271
FILED FOR RECORD IN SARPY COUNTY NEBR. July 12 1966 AT 1:00 CLOCK P.M. 800
AND RECORDED IN BOOK 36 OF 525 PAGE 671 *Alma Dunbar* REGISTER OF DEEDS

AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS the undersigned are the owners of the fee simple title to and certain easement rights over the following described real estate, and

WHEREAS by instrument recorded October 19, 1962 in Miscellaneous Book 30, Page 567, in the Real Estate Records in the office of the Register Of Deeds of Sarpy County, Nebraska, certain restrictive covenants including easements were placed of record against Park View Heights, a subdivision in Sarpy County, Nebraska, and

WHEREAS, subsequent thereto, by instrument recorded on January 6, 1966, the undersigned, Kelly McMahon Construction, Inc., replatted the following property:

Lots 44, and 51 through 56, inclusive, in Park View Heights, a subdivision in Sarpy County, Nebraska, all of said lots being hereinafter called "Parcel A".

WHEREAS, the undersigned desires to release and cancel said covenants and easements as to Parcel A only, reserving the same as to the remainder of Park View Heights, a subdivision,

NOW, THEREFORE, for valuable consideration, it is hereby mutually agreed and declared as follows:

1. Omaha Public Power District and Northwestern Bell Telephone Company do hereby release all easement rights over, under and upon all of Parcel A, as granted in said original covenants above described.

2. Kelly McMahon Construction, Inc., and The American Lutheran Church (Owners) do hereby cancel and release said restrictive covenants as to Parcel A only, hereby reserving said covenants as to the remainder of Park View Heights, a subdivision.

3. Said undersigned Owners declare 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 601 through 619, both inclusive, in Park View Heights Replat III, a subdivision in Sarpy County, Nebraska.

4. 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.

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5. Said lots shall be used only for single-family dwellings, accessory structures incidental to residential use, or for park, recreational, church or school purposes.

6. 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.

7. 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. 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.

8. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and North-Western 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, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said addition; said license being granted for the use and benefit of all present and future owners of 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.

9. Portland concrete public sidewalks, four (4) feet wide by four (4) inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed five (5) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof.

10. The following building restrictions shall apply to all of said lots:

(a) The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 900 square feet on the ground floor for a one-story house; 950 square feet throughout the house for a bi-level, tri-level, split-level, split-entry, 1½ story or taller house but the foundation walls must enclose an inside ground area of not less than 700 square feet. In addition, each single-family dwelling shall either

provide covered parking space for at least one car (detached, attached or basement garages or carports being permitted), or if covered space is not provided, then one side yard shall be sufficiently wide for a one-car attached garage plus the minimum side yard.

(b) The following lot minimums shall apply: Minimum area of building plot: 7500 square feet. Minimum front yard: 35 feet. Minimum side yard for main residential structure: 7 feet.

(c) Notwithstanding the provision of this Paragraph No. F, the restrictive provisions for lot area, side yards, and front yard shall automatically be amended as to any lot for which the Board of Trustees of the Village of LaVista, Nebraska, shall determine and permit a lesser area or distance.

11. In no event will any residential construction begin or any residential structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the undersigned, Kelly McMahon Construction, Inc., as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned, Kelly McMahon Construction, Inc. has given its written approval therefor. The restrictions of this paragraph shall terminate January 1, 1970.

IN WITNESS WHEREOF, KELLY McMAHON CONSTRUCTION, INC., a Nebraska corporation, and THE AMERICAN LUTHERAN CHURCH, a non-profit Minnesota corporation, being the owners of all said real estate, have executed these covenants this 9th day of February, 1966.

Attest:

KELLY McMAHON CONSTRUCTION, INC.

[Signature]
Secretary

By: [Signature]
President

Attest:

THE AMERICAN LUTHERAN CHURCH

[Signature]
Secretary of
its Board of Trustees.

By: [Signature]
Chairman of its Board ~~President~~ of Trustees

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 C. E. McMAHON, President of Kelly McMahon Construction, Inc., to me personally known to be the President and the identical person

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whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the 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.



Richard J. [unclear]
Notary Public

My Commission expires:
July 11, 1968

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

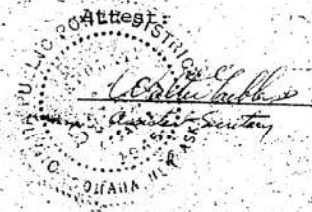
On the day and year last above written, before me the undersigned, a Notary Public in and for said county, personally came Elmer E. Abrahamson, Chairman of the Board of Trustees of the Lutheran Church, to me personally known to be the Chairman and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Minneapolis in said county, the day and year last above written.

[Signature]
Notary Public

My Commission expires:

EXECUTED this 13th day of March, 1966
by Omaha Public Power District.



OMAHA PUBLIC POWER DISTRICT
By: [Signature]
ASSISTANT GENERAL MANAGER



3-21-66

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SEARCHED	INDEXED	FILED	DATE
			3/21/66
James Marshall			
David C. Smith			
R. C. Search			3/23/66

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 Ralph W. Shaw, Assistant General Manager of the Omaha Public Power District, to me personally known to be the Act General Manager and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the 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.

Earl O. Kelley
 Notary Public

My Commission expires:

EXECUTED this 21st day of March, 1966,
 by Northwestern Bell Telephone Company.

Attest: G. A. Galt NORTHWESTERN BELL TELEPHONE COMPANY
 ASSISTANT SECRETARY
 By: [Signature]
 VICE PRESIDENT AND GENERAL MANAGER

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 A. C. Huston, Assistant General Manager of the Northwestern Bell Telephone Company, to me personally known to be the Act General Manager and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the 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.

E. C. [Signature]
 Notary Public

My Commission expires:

February 6, 1968