

43-15

COUNTRY ESTATES, INC.
PROTECTIVE COVENANTS

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 or all or any part of the following described real estate:

Lots 1 to 13, inclusive, Country Estates, being that part of Tax Lot "C" lying North of Interstate 80 in Section 4, Township 13 North, Range 11, East of the 6th PM, 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 such residential use or for a church or for schools. No buildings shall be erected, placed, used or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height; a private garage for not less than two (2) cars, and one other outbuilding not to exceed 2500 sq. ft.

B. 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. All lots shall be kept free of trash and debris and weeds shall be kept cut to a height of no more than twelve inches above the ground.

C. 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, and before any building shall be occupied as a residence, the entire building must be substantially completed and the exterior must be fully completed. Upon the commencement of construction in any event, the building must be completed within nine (9) months thereafter.

D. No building shall be located on any lot nearer than fifty (50) feet to the front or rear lot lines or any side street line except that accessory buildings may be located twenty (20) feet from the rear lot line. No buildings shall be located nearer than thirty-five (35) feet to a side lot line except accessory buildings may be located twenty (20) feet from side lot lines.

E. 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 cables, conduits and poles with the necessary supports, sustaining wires, cross-arms,

RECORDED FOR RECORD IN SARPY COUNTY NEB. JUNE 16, 1961 AT 11:30 O'CLOCK A.M.

RECORDED IN BOOK 43 OF PLAT FILING PAGE 15

ABOVE DEEDS INDEXED AND PLAT FILED 12-25-61

R. 0001871 X

15-A

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 and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Subdivision; said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said 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 lot lines 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.

F. The following prohibitions shall be observed on all lots:

1. No building constructed on another location shall be moved to any lot within this Subdivision.
2. No fuel tanks on the outside of any house shall be exposed to view.
3. No garage or other outbuilding shall be erected on any lot for dwelling purposes before the residence thereon is constructed.
4. All accessory buildings shall have a useful purpose and if used for the shelter of animals shall not exceed the necessary size for such shelter and the design for such accessory buildings shall be harmonious and compatible with both the Subdivision and with the main structure.
5. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and the storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than thirty (30) days.

GENERAL PROVISIONS:

1. These Covenants are to run with the land and shall be binding on all parties and persons claiming under them, for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.
2. Enforcement shall be proceedings at law, or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

DATED this 5th day of November, 1964.

COUNTRY ESTATES, INC.
A Nebraska Corporation

Attest:

William J. Smith
Secretary

By President

15-B

STATE OF NEBRASKA)
(ss.

County of Sarpy)

On this 5th day of November, 1969, before me the undersigned, a Notary Public in and for said County, personally came Kenneth Stahl, President, and Wallace Sump, Secretary, to me personally known to be the President and Secretary of Country Estates, Inc., a Nebraska Corporation, and the identical persons who signed said instrument, and they acknowledged the execution thereof of to be their voluntary act and deed as such officer and the voluntary act and deed of said corporation.

IN WITNESS my hand and notarial seal the date aforesaid.

 John P Kelly
Notary Public

Aug 12 1971