

FILED FOR RECORD. 6-16-22 AT 9:15 A.M. IN BOOK 45 OF Misc Recs. 16 50  
PAGE 323 Carl & Hilbel REGISTER OF DEEDS, SARPY COUNTY NEB.

DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS AND RESTRICTIONS

TO WHOM IT MAY CONCERN:

The undersigned being the owners of all of lots 4 through 33, inclusive, in Evening Vue, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, and desiring to place certain protective covenants, easements and restrictions of record as to these lots do hereby agree that all of said lots are hereby restricted as to their use, subject to the following restrictions which are hereby imposed upon said premises as a servitude in favor of said described premises and each lot included above, all pursuant to the general plan for the development and improvement of said lots during the period of time hereinafter prescribed, which shall be for the benefit of each and all of the lots and blocks above described and shall be enforceable by any and all of the owners of any and all of said lots and by the undersigned.

1. Said lots shall be occupied and used only for one of the following purposes:

- a) Single family dwellings;
- b) Churches;
- c) Publicly owned and operated parks, playgrounds, fire stations and community buildings.

2. No structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single family dwelling together with an attached private garage for two (2) or more cars. Where the contour of lots permits, the garage may be a basement garage.

3. Except as hereinafter provided, no building shall be located on any residential building plot nearer than 35 feet to the front lot line; each shall have a side yard of not less than 6 feet on each side of any building, and a rear yard of not less than 25 feet; provided, however, that in the case of corner lots the 35 foot setback shall be taken on the side of the lot towards which the front entrance to the residence shall face, and a side yard of not less than 20 feet shall be taken on the side street; provided further that except as hereinabove modified, each owner and occupant of any of the lots hereinabove described shall observe and obey all valid provisions of all zoning ordinances and other ordinances, laws and regulations applicable thereto.

4. No residential structure shall be erected or placed on any plot of land which has an area of less than 7,000 square feet or a width less than the width of the smaller of such originally platted lot or lots from which the building plot is established, and such a plot of said minimum dimensions, when used for residential purposes, is herein defined as a "residential building plot".

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No horses, cows, goats, sheep or any domestic animals (except dogs and cats), poultry or fowl of any kind may be kept or maintained, nor shall there be any commercial gardening.

6. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said addition until the plans and specifications have been approved in writing by either Paul F. Jansen or Richard A. Jansen, or one of their designees or personal representatives, as to any buildings to be constructed on the subject lots within a period of ten (10) years following the date of this instrument.

7. No trailer, basement, tent, shack, garage, barn or other out building erected or located on said real estate shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. The ground floor enclosed area of the main residential structure, exclusive of open porches and garages, shall be not less than 1,200 square feet for a single story house and not less than 1,000 square feet on the first floor for a one and one-half or two story house.

9. All dwellings constructed in or upon said lots must be completed within twelve (12) months from the date of commencement of construction. Concrete sidewalks, 4 feet in width, shall be constructed in front of all dwellings at or prior to the completion of construction of the dwellings, at a uniform distance from the street. As to corner lots such sidewalks shall be constructed along the front of the dwelling and along the side of the dwelling.

10. All septic tanks shall be built and installed according to FHA, State and County requirements and specifications. If sanitary sewer lines are available with adequate sanitary sewage disposal facilities connected thereto, then septic tanks shall not be used.

11. All excess dirt resulting from excavation, construction, or otherwise, shall be hauled at the expense of the respective owners of the lots to points within Evening Vue Addition designated by said Paul F. Jansen or Richard A. Jansen, or one of their designees or one of their personal representatives, for fill purposes. No excess dirt shall be removed from Evening Vue Addition unless prior written permission therefor is secured from same.

12. No fences shall be built in the front yard beyond the front line of any dwelling, except upon prior written approval of the parties mentioned in the preceding paragraph.

13. All exposed foundations shall be either brick, stone-faced or painted cement blocks.

14. The owners of vacant lots shall be responsible for maintaining attractive appearance thereof, including the cutting and mowing of weeds and other vegetation thereon.

15. The covenants and restrictions herein set forth shall run with the land and shall be binding upon said lots and the owners thereof for the period of 20 years from the date hereof, at the expiration of which time they shall be automatically extended for successive periods of ten years each, unless they are changed in whole or in part by written agreement among the then owners of a majority of said lots executed and recorded in the manner provided by law, except that the initial period of 20 years, plus all extensions, shall not exceed fifty years.

16. If any person shall violate or attempt to violate any of the covenants herein contained any other person or persons owning or occupying any of the property hereinabove described shall have the right to commence or prosecute any proper proceedings at law, in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Nothing contained in this instrument shall in any way be construed as imposing any liability or obligation for its enforcement upon the undersigned.

17. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any Court or otherwise shall in no way affect any of the other provisions which shall remain in full force and effect.

18. Each and every provision hereof shall bind and enure to the benefit of the undersigned, their successors and assigns and grantees and their heirs, devisees, representatives and grantees and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots above described.

19. The undersigned, Paul F. Jansen and Richard A. Jansen, their designees or personal representatives, hereby reserve the right to amend these covenants, easements and restrictions at any time within ten (10) years from the date hereof.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 14<sup>th</sup> day of June, 1972.

Richard A. Jansen  
Joan Jansen  
Barbara Jansen  
Paul F. Jansen

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF DOUGLAS )

On this 14<sup>th</sup> day of June, 1972, before me the undersigned, a Notary Public, personally came Paul F. Jansen and Barbara Jansen, husband and wife, and Richard A. Jansen and Joan Jansen, husband and wife, to me personally known to be the persons whose names are affixed to the foregoing Declaration of Protective Covenants, Easements and Restrictions and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal at Omaha, in said County, the day and year last above written.



GARY R. OLOFF  
GENERAL NOTARY - State of Ne.  
My Commission Expires  
April 22, 1976

Gary R Oloff  
Notary Public

My commissions expires the 22 day of April, 1976.