

38-474

PROTECTIVE COVENANTS

The undersigned hereby 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:

Lots Two (2) through Two Hundred Six (206), Golden Hills Addition, an Addition in Sarpy County, Nebraska, as surveyed, platted and recorded.

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 and a private garage.

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.

FILED FOR RECORD IN SARPY COUNTY, NEB. June 30, 1962 at 3:00 P.M.
AND RECORDED IN BOOK 58 OF Miscellaneous PAGE 444

Alone Henderson REGISTER OF DEEDS 875

5541 ✓

38-445

D. No animals, livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats or other household pets are permitted, provided they are not kept, bred or maintained for any commercial purpose.

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 800 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 through the house.

F. No residential structure shall be erected or placed on any building plot which has an area of less than 7,000 square feet and no dwelling shall be erected or placed on any building plot having a width of less than 70 feet at the minimum building set-back line. No building shall be located on any plot nearer than 25 feet to the front lot line except that in lots 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 108, 109, 140, 141, 142, 158 and 159, the building shall be set back 35 feet from the front lot line. No residential building shall be located nearer than 6 feet to an interior lot line and no residential dwelling shall be located on any building plot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.

G. 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, under and upon a five-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 lot lines within 36 months of date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within

38-446

60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways.

H. Public concrete sidewalks four (4) feet wide by four (4) inches thick shall be installed in front of each improved lot and on side streets of improved corner lots. Such sidewalks shall be constructed at the time of completion of the main residential structure. The provisions of Paragraph shall be automatically waived as to any lot which the governmental unit regulating this area for zoning purposes shall permit a lesser lot area or yard requirement.

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

1. No dwelling constructed on another Addition or location shall be removed 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 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 30 days.

GENERAL PROVISIONS:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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. For a period of five years from the date of the recording of this agreement, no building shall be erected,

38-447

constructed, altered, placed or permitted to remain on any lot in said subdivision herein described until the plans and specifications have been approved in writing by Golden Rod Company, Inc.

3. 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.

4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 21st day of June 1967.

GOLDEN ROD COMPANY, INC.

By Chester Kowalewski
President

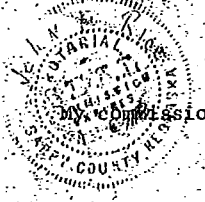
Chester Kowalewski
Chester Kowalewski

Josephine Kowalewski
Josephine Kowalewski

STATE OF NEBRASKA)
COUNTY OF SARPY) ss

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came CHESTER KOWALEWSKI, President of Golden Rod Company, Inc., and CHESTER KOWALEWSKI and JOSEPHINE KOWALEWSKI, husband and wife, to me personally known to be the identical persons whose names are affixed to the above Covenants, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority:

John E. Rea
Notary Public



My commission expires: June 1, 1973