

25-465

GROVES SUBURBAN HEIGHTS
SARPY COUNTY, NEBRASKA

By: Lloyd C. Groves
Elvira M. Groves
Benjamin W. Groves

DECLARATION OF PROTECTIVE COVENANTS

Dated November 4, 1958

Filed November 4, 1958

To Whom It May Concern:

WE, the undersigned, do hereby adopt and impose upon each and all of the lots hereinafter described, the following covenants, restrictions, limitations and conditions, (all of which for convenience are herein referred to collectively by the term "covenants"), for the purpose of applying to, controlling and governing the ownership, encumbrance, use and occupancy of said lots and each of them,

Contained within Groves Suburban Heights and described as Blocks 1, 2, 3, 4, 5, and .6 of said such Suburban Heights.

First: These covenants initially shall be and remain in effect until January 1, 1983, but thereafter shall automatically be renewed or extended for successive periods of ten (10) years each, except as the same may from time to time be changed, modified, amplified, rescinded, superceded or terminated through written agreement executed by the then owners of a majority of all of the aforesaid lots, provided, however, the maximum aggregate period of time these covenants shall remain in effect in no event shall

Entered in Numerical Index and Records in the Register of Deeds office in Sarpy County, Nebraska

4 day Nov 1958 at 11:35 A.M. Esther R. Co. County Clerk 4 75

466
exceed the maximum period allowable therefor by law.

Second: Each lot shall be used solely for residential purposes, or for religious or educational purposes, or both. On a lot used solely for residential purposes there shall exist no building whatsoever, other than one detached single family dwelling not exceeding two stories in height, together with one attached or detached garage or carport for not more than two cars. Each dwelling shall front upon a street upon which such lot abuts, and shall be constructed of solid, substantial and permanent construction of such form, design and material as will be in harmony with the neighborhood, and will not detract from the value or usefulness of any other property in the neighborhood, and shall in any event, conform to the following minimum requirements, to-wit:

- (a) The minimum area of any lot or tract upon which any dwelling shall be placed shall be ten thousand (10,000) square feet, and such lot or tract shall have a width of at least sixty (60) feet at the front building setback line, hereinafter provided for.
- (b) No dwelling shall be nearer to the front lot line than thirty-five (35) feet, or nearer to any interior side lot than five (5) feet, or nearer to any side lot line abutting upon a street than twelve (12) feet, or nearer to a rear lot line than twenty-five (25) feet.
- (c) As to any lot abutting upon more than one street, either one of the lot lines thus abutting upon a street may be considered to be the front lot line, and the other such street line then shall be considered to be a side street line, irrespective of the direction in which the actual front of the dwelling faces.
- (d) As to lots 3, 4, 5, 6, 7 and 8 in Block 2, and lots 1 in Block 3, and Lots 1 & 2 in Block 4, and lots 1 and 2 in Block 5, all of which abut upon a cul de sac, a dwelling may be placed not nearer than twenty-five (25) feet to the closest point of the street line upon which such lots abut, instead of thirty-five feet (35) as hereinafter provided for.
- (e) A detached garage, if located not less than sixty (60) feet from the front lot line, may be placed not less than three (3) feet from the interior or

rear lot lines, or not less than twelve (12) feet from the side street lot line in case of a lot abutting upon more than one street, as aforementioned.

An attached garage, carport or breezeway shall be considered to be a part of the dwelling itself in applying the aforesaid setback requirements, but eaves, steps and open porches thus shall not be considered as part of the dwelling, except that in no event shall any encroachment exist upon any abutting lot, tract or street.

- (f) The minimum floor space of any such dwelling located on any lot contained within this subdivision shall be eight hundred fifty (850) square feet of which a minimum of seven hundred twenty (720) square feet shall exist on the ground, or main floor of any dwelling exceeding one story in height.
- (g) Any structure upon any lot contained herein described shall have its exterior fully completed, within twelve (12) months after the construction of its basement or foundation is commenced.
- (h) No change in the now existing surface grade of any lot shall be made, nor shall any dwelling constructed outside of said subdivision be placed upon any lot herein described, nor shall any fence be erected upon any portion of any such lot lying between a street line and the wall of a dwelling or building used for a religious or educational purpose, facing such street line.
- (i) No structure of a temporary nature, nor any basement, trailer, tent, shack, barn, garage or uncompleted dwelling or building of any kind shall ever be used for residential purposes, either permanently or temporarily.
- (j) No offensive, noxious or illegal trade, occupation or activity shall ever be carried on or permitted, nor shall any other thing ever be done or permitted which might be or become a nuisance or annoyance or detriment to the neighborhood, upon any lots described. No garden or field crop shall ever be grown in any portion of a lot lying between a street line, and the wall of any dwelling, or building used for religious or educational purposes, facing such street, other than flowers, trees, shrubs, hedges or other ornamental plants or vegetation, which in no event shall be permitted to grow in such manner as to obstruct the view at any street corner, or so as to constitute a hazard to traffic, either vehicular or pedestrian.

No animals, livestock or poultry of any kind shall be bred, raised or kept upon any lot herein described, other than dogs, cats or other household pets in reasonable numbers and not for breeding or commercial

25-268

purposes, and so kept as not to become a nuisance, annoyance or detriment to the neighborhood.

Easements for the installation, construction, renewal, extension, repair, maintenance and operation of sewer, water, gas telephone and electric power lines and equipment or appurtenances reasonably necessary therefore, hereby are created and reserved in perpetuity over, upon, along and under the rear side five (5) feet of each lot herein described.

Each covenant herein contained is, and always shall be, considered to be wholly independent and severable from each other covenant herein, and the invalidation, revision, change, modification, amplification or termination of any one or more covenants, whether effected through voluntary action of the owners of a majority of the lots contained herein, or through decree, judgment or order of a Court of competent jurisdiction, in no way shall effect the validity, force or effect of any of the remaining covenants, or any parts thereof, all of which shall, nevertheless, remain and be in full force and effect.

These covenants shall run with the land and be binding upon and inure to the benefit of not only the developers, their assigns and successors, including every person who hereafter acquires any right, title, lien, estate or interest in, to or upon any lot herein described, or any lot in said addition not herein described, which hereafter become subjected to similar covenants. Any person for whose benefit these covenants thus exist, shall have full right in his or her own name, to maintain suitable action, either at law or in equity, for the enforcement of these covenants, or for collection of the damages resulting from the breach thereof; but such action always shall be wholly optional to such person, and in no event shall be deemed obligatory

25-769

upon these developers or their successors or assigns or other persons.

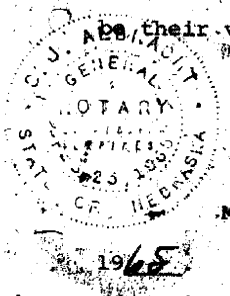
Lloyd C. Groves
Lloyd C. Groves

Elverna M. Groves
Elverna M. Groves

Benjamin W. Groves
Benjamin W. Groves

STATE OF NEBRASKA)
COUNTY OF DeWitt) SS

On this 3rd day of November, 1959, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came Lloyd C. Groves, Elverna M. Groves and Benjamin W. Groves to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.



C. J. Albracht
Notary Public

My commission expires the 25 day of February, 1960