

#285

PROTECTIVE COVENANTS

OF

HAPPY HILL SUBDIVISION

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 & 3 through 20, both inclusive in Happy Hill, a subdivision located in Sections 20 and 29-T 12N-R14E of the 6th P.M., Cass 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 covenants 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 judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. 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. All tax 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.

B. 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

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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.

C. No building shall be located on any lot nearer than fifty (50) feet to the front or fifty (50) feet from the rear lot lines, and twenty-five (25) feet from the side lot lines. Accessory buildings may be located fifteen (15) feet from the rear lot line.

D. A perpetual license and easement is hereby reserved in favor of and granted to Nebraska Public Power District and Lincoln Telephone and Telegraph Company, other utilities, their successors and assigns., to erect and operate, maintain, repair and renew cables, conduits and 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 ten (10) foot strip of land adjoining the front rear and side boundary lines of said lots; said license being granted for the use and benefit of all present and future owners of lots, 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 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 dwelling constructed on another addition or location shall be moved to any lot.

2. No fuel tanks on the outside of any house shall be exposed to view.
3. No garage or other out building 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 building shall be harmonious and compatible with both the area and with the main structure, provided that colored metal will be permitted.
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.
6. No commercial raising of livestock shall be permitted. Any lot of 2 acres and over may maintain one horse, llama, other hooved animal or bipedal bird, with a typical adult height over four feet. Such a lot may have one additional animal for each additional full acre of lot area over two acres.

**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 them



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, constructed, altered, placed or permitted to remain on any tax lot herein described until the plans and specifications have been approved in writing by Sarpy R. & R. Co., including any plans for drainage.

3. All construction must also conform to the zoning and building restrictions of the City of Plattsmouth.

4. The owner of each platted lot shall pay the sum of \$100.00 per year for each platted lot which he owns, said sum to be deposited into a special fund to be used for road maintenance.

5. 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, subject to increase by the Homeowners Association.

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

DATED this 15 day of October, 1999.

SARPY R. & R. CO.

*Louis G. Riha Pres.*  
LOUIS G. RIHA, President

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BLYTHE KUBOVEE

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ROYEN EBLEN

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DR. OTTO RATH

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KATHERINE KUBOVEE

*Matt Traynowicz*  
MATT TRAYNOWICZ

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JANET RATH