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FOR RECORD IN SARPY COUNTY, NEB. April 6, 1967 AT 4:00 PM
AND RECORDED IN BOOK 38 OF Map's Rec. PAGE 216
Alvina W. ... REGISTER OF DEEDS 650

PROTECTIVE COVENANTS

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 Twenty Six (26) through Fifty Six (56), both inclusive, in Highland Estates, a Subdivision, as surveyed, platted and recorded in 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 heights and a private garage for not less than two (2) cars.

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 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, provided, further, that horses or ponies not exceeding two (2)

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in number shall be permitted upon any one (1) lot.

E. No dwelling shall be permitted on any lot described herein having a ground floor square foot area of less than 1400 square feet with a garage for a minimum of two (2) cars, or 1100 square feet on the first floor of a 1½ story or taller house with a finished second story and attached garage for a minimum of 2 cars. For split level and split entry plans, the foundation walls must enclose a minimum ground area of 1400 square feet with a garage for a minimum of 2 cars.

F. 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 fifteen (15) feet from the rear lot line. No building shall be located nearer than thirty-five (35) feet to a side lot line except accessory buildings may be located fifteen (15) feet from side lot lines.

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 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 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 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.

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

1. No dwelling constructed on another Addition or 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 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, 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 Eric Dahlbeck, Jr.

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 29th day of March, 1967.

DAHLBECK COMPANY

By Eric Dahlbeck, Jr.
President

STATE OF NEBRASKA) ss.
COUNTY OF SARPY)

Eric Dahlbeck, Jr., being first duly sworn on oath deposes and says that he is the President of Dahlbeck Company, a Nebraska Corporation; that the aforesaid protective

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covenants were duly adopted by a resolution of the corporation at a meeting of the Board of Directors of said corporation; that the Board further directed that the covenants be placed of record in the Register of Deeds Office in Sarpy County, Nebraska; that the said Eric Dahlbeck, Jr. as President of said corporation affixed his signature to the protective covenants and does acknowledge the execution of said instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and seal on this 29th day of March, 1967.

DAHLBECK COMPANY

By Eric Dahlbeck Jr.

Subscribed in my presence and sworn to before me this 29th day of March, 1967.

John E. R.
Notary Public

