

27-452

RESTRICTIVE 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 of all or any part of the following described real estate until January 1, 1992.

Lots 1 through 75, both inclusive, and Lots 86 through 96, both inclusive,
all in Jewell Terrace, a subdivision 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 residential use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than 10,000 square feet. No building shall be located on any plot nearer than 25 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than 6 feet to any side line of any building plot.

C. 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.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

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 less than 650 square feet for a one-and-one-half story or taller structure.

F. 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

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18 day June 1961 at 12:30 PM, Esther Ruff, County Clerk. 370

and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) 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 side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

G. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot, with the outside sidewalk edge to be located five feet back of street curb line. Such sidewalk shall be constructed by the then owner at time of completion of the main residential structure.

H. A perpetual easement for storm sewer and surface drainage purposes is hereby reserved over the West 20 feet of Lots 86 through 96, and over the North 10 feet of Lots 91 and 95, and the South 10 feet of Lots 92 and 96, and over the irregular 15-foot wide strip on Lot 54 as shown on the recorded plat; it being specifically provided that no fences, buildings, obstructions or structures of any kind may be erected on said easementways.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 18th day of January, 19 61.

GLOBE REALTY CO.

DECKER ENTERPRISES, INC.

By: Agnes F. Bemis
President

By: Don Decker
President

Attest: John W. Orlebeke
Secretary

Attest: John W. Orlebeke Secretary

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER and AGNES F. BEMIS, Presidents of DECKER ENTERPRISES, INC. and GLOBE REALTY CO., to me personally known to be the Presidents and the identical persons whose names are affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be a voluntary act and deed as such officers and the voluntary act and deed of said corporations and that the Corporate Seals of the said Corporations were thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County this day and year last above written.

Agnes F. Bemis
Notary Public

My Commission Expires:

February 18, 1965

27-454

Oliver E. Enquist
Oliver E. Enquist

Dorothy May Enquist
Dorothy May Enquist

Ira S. Debnar
Ira S. Debnar

Dorothy Debnar
Dorothy Debnar

M. J. Koblitz
M. J. Koblitz

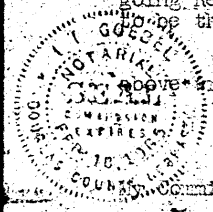
Elizabeth Koblitz
Elizabeth Koblitz

Billy M. Higgins
Billy M. Higgins

Betty M. Higgins
Betty M. Higgins

STATE OF Nebraska) ss.
COUNTY OF DeWitt)

On the day and year last above written before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came OLIVER E. ENQUIST and DOROTHY MAY ENQUIST, husband and wife; IRA S. DEBNAR and DOROTHY DEBNAR, husband and wife; M. J. KOBLITZ and ELIZABETH KOBLITZ, husband and wife; BILLY M. HIGGINS and BETTY M. HIGGINS, husband and wife, to be known to be the identical persons whose names are subscribed to the foregoing Restrictive Covenants, and acknowledged the execution thereof to be their voluntary act and deed.



WITNESS my hand and Notarial Seal the day and year last above written.

Oliver E. Enquist
Notary Public

Commission Expires:
February 18, 1965

STATE OF NEBRASKA) ss.
SARPY COUNTY)

Filed for record
Jan 18
A.D. 1961 at 10:30 o'clock A.M.
and recorded by me 1/18/61
of DeWitt County in page 452
Ernest Ruff County Clerk
By _____ Deputy

3.75
Dickie Entymus
Box 67
Bellevue