

R: 7-31-59

25-233

AMENDED AND SUBSTITUTED RESTRICTIVE COVENANTS

The undersigned DECKER ENTERPRISES, INC. is the owner of the fee simple title to all of Lots Two (2) to Three Hundred Thirty-five (335), both inclusive, in La Vista, a subdivision in Sarpy County, Nebraska as originally surveyed, platted and recorded. The undersigned does herewith wholly revoke, release and forever cancel certain Restrictive Covenants covering said real estate, which Covenants were recorded June 12, 1959, in Book 25, at Page 115 of the Miscellaneous Records in the Office of the County Clerk of Sarpy County, Nebraska.

In substitution and replacement of the covenants above cancelled, released and revoked, 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, 1990:

Lots Two (2) to Three Hundred Thirty-four (334), both inclusive, in La Vista Replat, 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, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to single-family 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 five thousand (5,000) square feet. No building shall be located on any plot nearer than thirty feet to the front line of such plot, nor shall any building, except a detached garage, be located nearer than five 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 residential structures, exclusive of open porches and garages, shall be not less than 720 square feet.

F. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, the Omaha Public Power District and Harrison Water Co., their successors and assigns, to lay, repair and replace water mains, hydrants and meters and 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.

31-2-59  
Decker Enterprises, Inc.  
County Clerk of Sarpy County, Nebraska

over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots, and in addition, upon the East twenty (20) feet of Lots One Hundred Thirteen (113) to One Hundred Forty-eight (148), both inclusive, the East twenty (20) feet of Lot Three Hundred Thirty-four (334), the South twenty (20) feet of Lots Three Hundred Twenty-seven (327), Three Hundred Twenty-eight (328), Three Hundred Twenty-nine (329) and the Southerly ten (10) feet of Lot Three Hundred Twenty-six (326) and upon all land lying Southerly from a straight line drawn from a point on the Easterly line of Lot 329 which is twenty (20) feet Northerly of the Southeasterly corner of said lot to a point on the Easterly line of Lot 334 which is fifty (50) feet North of the Southeast corner of said lot. Said side line easement is granted upon the specific condition that if all of said utility companies fail to lay mains or construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof, or if any mains, poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easement ways.

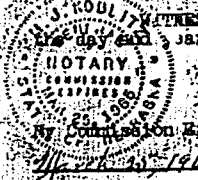
G. The perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement District No. 4 of Sarpy County, Nebraska; and to City of Omaha, Nebraska, their respective employees and representatives, to enter upon any of said real estate for purposes of inspecting sanitary sewers, sewer connections, maintenance, and type of sewage being discharged into said sewers. A perpetual easement and license is hereby granted to Harrison Water Co. over and under the South fifteen (15) feet of Lot Two Hundred Ninety-five (295) and the West fifteen (15) feet of Lot Eighty-two (82) to lay, repair and replace water mains and an access road thereon; and over and under the South twenty (20) feet of Lot Two Hundred Ninety-four (294) and the West twenty (20) feet of Lot Eighty-three (83) to drill and use water wells, to lay, repair, replace, build and use water mains, access road, pumps and pump house thereon.

WITNESS WHEREOF, the undersigned owner of all said real estate has executed this instrument this 31st day of August, 1959.



DECKER ENTERPRISES, INC.  
By: Don Decker President

STATE OF NEBRASKA  
COUNTY OF DOUGLAS) ss. On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of Decker Enterprises, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Amended and Substituted Restrictive Covenants, and acknowledged the execution thereof, to be his voluntary act and deed as such officer; and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.



WITNESS my hand and Notarial Seal at Omaha in said County this 31st day of August last above written.  
J. Kobl  
Notary Public