

2001-05264

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Glenn J. Bowling

REGISTER OF DEEDS

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LLOYD J. DOWDING

**SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773**

LIENEMANN ENTERPRISES, INC.,
PROTECTIVE COVENANTS
Subdivision # 4

2001-65764A

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 for a period of twenty years, from the date these covenants are recorded, after which time said covenants shall automatically be 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 part;

Lots 18, 27, 40, 52 & 53 in Lienemann's Subdivision # 4, in the South West One Quarter[SW1/4] OF Section one[1] Township Thirteen[13], North Range Twelve[12], East of the 6th P.M., as surveyed, plotted and recorded, in Sarpy County, Nebraska as follows;

Parcel # 1 consisting of lots 18 & 27, along 72nd Street, Parcel # 2 consisting of lot # 40 and Parcel # 3 consisting of lots # 52 & 53, all in SW ¼, 1, 13, 12.

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 persons violating or attempting to violate any such covenant, and either prevent him or them from doing so, or to recover any 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 force and effect.

- 1, Said lots shall be used only for single family residential purposes, and for such accessory structures incidental to such residential use. No buildings shall be erected, placed or used, or permitted to remain on any lot other than one single family dwelling, not to exceed [1] story in height, with an attached or detached two car garage. Such dwelling shall have no less than 1750 square feet living area within the foundation walls, plus the attached two car garage. Such dwelling also will have brick veneer fronts, minimum windowsill height.
2. The minimum building set back line for dwellings on said lot, excluding steps and open porches, shall be; FRONT yard 70 feet, SIDE yard 20 feet, BACK yard 100 feet.
3. 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 lots shall be kept free of weeds, trash and debris, and shall be kept cut to a height of no more than eight [8] inches above the ground.
- 4, No trailer, basement, tent, shack, garage, barn, or other out building shall be erected and used as a temporary residence on said lot. 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 should be completed within nine[9] months thereafter.
- 5 No animals, livestock, or poultry of any kind shall be raised or kept on said lot, except that a dog or cats or other household pets are permitted; provided they are not kept, breed Or maintained for commercial purposes. Dogs should be on a leash, and not roam loose.

2001-05764B

6. Any accessory building 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 must be harmonious and compatible with both the main house, and the subdivision.
7. A perpetual license and easement is hereby reserved and granted to the Omaha Public Power District and the Q. West Telephone Company, their successors and assigns; to erect, operate, maintain, repair, and renew poles, wires, cables conduits and other related facilities On, over, through, under, and across a five[5] foot wide strip of land abutting all side and Rear lot lines. No permanent buildings shall be placed in such easement ways, but the same May be used for gardens, shrubs, landscaping and other purposes that do not then or later Interfere with the aforesaid rights herein granted.
8. A perpetual license and easement is also hereby granted and reserved of the front five[5] feet of each lot, for the future water lines, if Public water is ever available on or along Capehart Road. At such time each resident will be required to hook up to this water line.
9. No dwelling constructed on another addition or location, shall be moved to any lot within this subdivision
10. No fuel tanks shall be exposed to view. Screening or shrubbery bushes must be planted
- 11 The assembly and disassembly, or general service work on any vehicle or equipment shall prohibited, except in an enclosed garage; and the storage of, or parking of multiple cars or other machinery shall likewise be prohibited for any longer than fourteen [14] days.
12. The construction of fences between lot owners, must be agreed upon by the adjoining lot owners. The construction of fences between lot owners, and undeveloped land shall be agreed upon between lot owners and the subdivider.

Dated this 8th day of March 2001 Lienemann Enterprises, Inc.
Lienemann Enterprises, Inc.,

Herbert H Lienemann
Herbert H Lienemann, President

Helen A Lienemann
Helen A Lienemann Secretary