

56-117

PROTECTIVE COVENANTS

The undersigned, being the owners of all of the lots located within the subdivision known as Lookingglass Heights, Sarpy County, Nebraska do hereby adopt and impose upon each and all of said lots, and do hereby make, declare and publish that all of said lots are and shall be owned, conveyed and held under and subject to the following covenants, conditions, restrictions and easements for the purposes of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots, which covenants, conditions, restrictions and easements are to run with the land and shall be binding upon all present and future owners of all or any part of the aforementioned real property:

1. The term "lot" as used herein, shall mean a lot as now platted in said subdivision or parts of two adjoining lots as now so platted, the total width of which at the front lot line shall not be less than the width of the front lot line of either of the lots comprising a part of such parcel.

2. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the owners thereof for church, educational, charitable or public non-profit recreational purposes.

2. Not more than one single-family dwelling with garages shall be erected, altered, placed or permitted to remain on any one of said lots and such dwelling shall not exceed 2 1/2 stories in height together with a private garage, attached breezeways and other outbuildings incidental to residential use, provided, however, that it shall be permissible to use an area greater than one lot as the site for one residential building together with private garages, attached breezeways and other outbuildings incidental to residential use.

4. No building shall be located on any lot nearer than thirty-five (35) feet to the front lot line nor shall any building except a detached garage, be located nearer than seven (7) feet to any side line of any lot, provided, however, that if the Board of Appeals of the City of Bellevue, Nebraska shall, by resolution, permit a lesser minimum setback as to such lot, the determination of said Board shall govern and shall automatically supersede these covenants.

5. No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any lot or structure erected upon said lot without written consent of Looking Glass Heights, Inc. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any lot. The maximum height of any fencing extending in front of the residential structure shall be three (3) feet.

6. 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.

7. The exposed front foundation wall as well as side walls of foundations facing the street side on corner lots of all main residential structures must be constructed of or faced

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with brick or simulated brick or stone or stucco. All exposed side and rear concrete block or masonry foundation walls must be painted. All driveways must be constructed of concrete; no driveway will be permitted to open onto 36th Street.

8. No residential structure shall be erected on any lot located within said subdivision which residential structure has an above grade area less than 1,100 square feet, exclusive of garages. The premises shall not be used or occupied by other than a single family and shall not be used for other than residential purposes.

9. After the construction of any building is commenced, work thereon must be prosecuted diligently and must be completed within a reasonable period of time. No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefore and a plot plan showing the location and elevations of such structure have been submitted to the Board of Trustees of Sanitary and Improvement District No. 115 of Sarpy County, Nebraska, and shall have received the prior written approval of a majority of the members of the Board of Trustees of said Sanitary and Improvement District as to conformity of design, location and grade with the existing structures on other lots in said subdivision. The failure of the Board of Trustees of Sanitary and Improvement District No. 115 of Sarpy County, Nebraska to approve or disapprove such plans, specifications and plot plan for any structure within thirty days after submission of the same shall operate to release such lot from the provisions of this paragraph.

In the event that Sanitary and Improvement District No. 115 of Sarpy County, Nebraska is dissolved for whatever reason, in the future, the Board of Trustees of said Sanitary and Improvement District shall, prior to the dissolution of the same, determine an alternate method for the approval or disapproval of plans, specifications and plot plans for structures to be built on lots within said subdivision if there do exist any lots upon which structures have not been constructed at the time of dissolution of said Sanitary and Improvement District.

10. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, and their respective successors and assigns, to place, install, erect, operate, maintain, repair, replace and renew underground cables and conduits or poles with necessary supports, sustaining wires, cross arms, guys and anchors and other instrumentalities and in connection therewith to extend wires for the carrying and transmission of electric current for light, heat and power and for telephone, telegraph and message service, over, under through and upon a five foot strip of land adjoining the rear and side boundary lines of all 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 condition that if both of said companies fail to install cables, conduits or poles along such side lot line within thirty-six (36) months after the date hereof, or if any such installation is made but is thereafter removed, without replacement within sixty (60) days after such removal, then said easement shall automatically terminate and become void with respect to such side lot line.

11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided, however, that they are not kept, bred or maintained for commercial purposes.

12. Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the Builder of each lot in front

of each improved lot and on the side street of such improved corner lot. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations, and requirements of any governmental authority having jurisdiction thereof.

13. The provisions contained herein shall be binding upon and shall inure to the benefit of and apply to the undersigned, their respective successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots until January 1, 1998, at which time said provisions shall be automatically extended for successive periods of ten (10) years unless by a majority vote of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their respective successors and assigns, or their grantees whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent or restrain such violation, to recover damages therefore, and to have such other relief and remedies as are available at law or in equity.

14. In the event that any of these covenants is invalidated by judgment or order of any court, such invalidation shall in no way affect any of the other covenants or provisions contained herein, which other provisions and covenants shall remain in full force and effect.

15. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage.

16. Nothing contained herein shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of the covenants and provisions contained herein.

Dated this ___ day of _____, 1982.

LOOKING GLASS HEIGHTS, INC., a
Nebraska corporation.

By: Michael L. Henery
Michael L. Henery, President

Henry A. Schuemann
Henry A. Schuemann

Helen Schuemann
Helen Schuemann

Owners of Lots 5-7, inclusive,
10,11, 16-19, inclusive, 27-33,
inclusive, 37,38,42-46, inclu-
sive, 51,52,59,66-70, inclusive,
82,86-96, inclusive, 104-106,
inclusive, 109-116, inclusive,
119-121, inclusive, 127-131,
inclusive, 136,138, 140,142 &
144

Walter A. Plagmann
Walter A. Plagmann, Owner of
part of Lot 1

Randall E. Plagmann
Randall E. Plagmann, Owner of
part of Lot 1

Owner of Lots 2-4, inclusive, 9,
12-15, inclusive, 20,21,23-26,
inclusive, 34-36 inclusive, 39-41
inclusive, 48,50,53,54,58,60-63
inclusive, 65,73-81 inclusive, 83-85
inclusive, 97-103 inclusive, 107,108,
117,118,122-126 inclusive, 132-135
inclusive, 137, 139, 141 & 143.

Michael A. Abboud, Owner of part of
lot 1

Jerry Ronk, Owner of part of Lot 1

Richard S. Schuemann
Richard S. Schuemann, Owner
of Part of Lot 1

Michael L. Henery
Michael L. Henery, Owner of
part of Lot 1

Gerald H. Moss
Gerald H. Moss, Owner of
Lot 22

Thomas P. Villone
Thomas Villone, Owner of part
of Lot 1

Lerorah C. Moss
Lerorah C. Moss, Owner of
Lot 22

Tom Johnson, Jr.
Tom Johnson, Jr., Owner of
Lot 47

Mie Johnson
Mie Johnson, Owner of
Lot 47

John P. O'Brien
John P. O'Brien, Owner of
Lot 49

Teresa O'Brien
Teresa O'Brien, Owner of
Lot 49

Ralph P. Hanson
Ralph P. Hanson, Owner of
Lot 56

Denise R. Hanson
Denise R. Hanson, Owner of
Lot 56

LOOKING GLASS HOMES, INC.

KENDEL HOMES CORPORATION

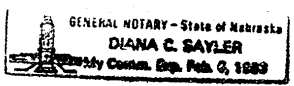
By: Michael L. Henery Pres
Title
Owner of Lot 8

By: Henry R. Stebbins
Title
Owner of Lots 55, 57, 64, 71 & 72

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 3rd day of June, 1982, before me the undersigned
a Notary Public, duly commissioned and qualified for in said county
personally came Michael L. Henery, President of Looking Glass Heights,
Inc., having acknowledged the execution of the foregoing Covenants
to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last
above written.



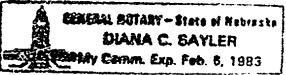
Diana C. Saylor
Notary Public

My commission expires the 6th day of Feb, 1983.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 3rd day of June, 1982, before me the undersigned
a Notary Public duly commissioned and qualified for in said county
personally came Michael L. Henery, Owner of Part of Lot 1, having
acknowledged the execution of the foregoing Covenants to be his vol-
untary act and deed.

Witness my hand and notarial seal the day and year last
above written.



Diana C. Saylor
Notary Public

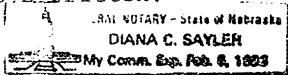
My commission expires the 6th day of Feb, 1983.

56-46

STATE OF NEBRASKA)
COUNTY OF SARPY) SS

On this 3 day of ^{June} ~~May~~, 1982, before me the undersigned a Notary Public, duly commissioned and qualified for in said county personally came Henry A. Scheumann and Helen Schuemann, husband and wife, to me known to be the owners of the aforementioned lots, having acknowledged the execution of the foregoing Covenants to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



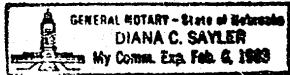
Diana C. Saylor
Notary Public

My commission expires the 6 day of February, 1983.

STATE OF NEBRASKA)
COUNTY OF) SS

On this 19th day of ^{July} ~~May~~, 1982, before me the undersigned a Notary Public, duly commissioned and qualified for in said county personally came Walter A. Plagmann, to me known to be the owner of part of Lot 1, having acknowledged the execution of the foregoing Covenants to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Diana C. Saylor
Notary Public

My commission expires the 6 day of February, 1983.

STATE OF NEBRASKA)
COUNTY OF) SS

On this ___ day of May, 1982, before me the undersigned Notary Public, duly commissioned and qualified for in said county personally came Randall E. Plagmann, to me known to be the owner of part of Lot 1, having acknowledged the execution of the foregoing Covenants to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

My commission expires the ___ day of _____, 19__.

STATE OF NEBRASKA)
COUNTY OF) SS

On this ___ day of May, 1982, before me the undersigned a Notary Public, duly commissioned and qualified for in said county personally came Michael A. Abboud, to me known to be the owner of part of Lot 1, having acknowledged the execution of the foregoing Covenants to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

My commission expires the ___ day of _____, 19__.

56-477

STATE OF NEBRASKA)
)
COUNTY OF) SS

On this ___ day of May, 1982, before me the undersigned a Notary Public, duly commissioned and qualified for in said county personally came Jerry Ronk, to me known to be the owner of part of Lot 1, having acknowledged the execution of the foregoing Covenants to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last written above.

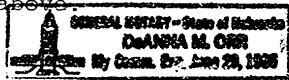
Notary Public

My commission expires the ___ day of _____, 19__.

STATE OF NEBRASKA)
)
COUNTY OF Douglas) SS

On this ^{December} 30th day of ~~May~~, 1982, before me the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Richard S. Schuemann, to me known to be the owner of part of Lot 1, having acknowledged the execution of the foregoing Covenants to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last written above.



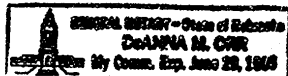
DeAnna M. Orr
Notary Public

My commission expires the 29 day of June, 1986.

STATE OF NEBRASKA)
)
COUNTY OF Douglas) SS

On this ^{December} 30th day of ~~May~~, 1982, before me the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Thomas Villone, to me known to be the owner of part of Lot 1, having acknowledged the execution of the foregoing Covenants to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last written above.



DeAnna M. Orr
Notary Public

My commission expires the 29 day of June, 1986.

STATE OF NEBRASKA)
)
COUNTY OF) SS

On this ^{November} 9th day of ~~May~~, 1982, before me the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Gerald H. Moss and Lenorah C. Moss, husband and wife, to me known to be the owners of Lot 22, having acknowledged the execution of the foregoing Covenants to be their voluntary act and deed.

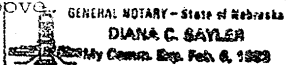
Witness my hand and notarial seal the day and year last written above.

Maiana C. Douglas
Notary Public

My commission expires the 6th day of JEB, 1983.

STATE OF NEBRASKA)
)
COUNTY OF SARPY) SS

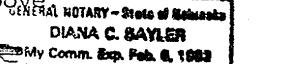
On this 3 day of ^{June} ~~May~~, 1982, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Tom Johnson, Jr. and Mie Johnson, husband and wife, to me known to be the owners of Lot 47, having acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last written above.
 Diana C. Saylor
Notary Public

My commission expires the 6 day of Feb, 1983

STATE OF NEBRASKA)
)
COUNTY OF SARPY) SS

On this 3 day of ^{June} ~~May~~, 1982, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came John P. O'Brien and Teresa O'Brien, husband and wife, to me known to be the owners of Lot 49, having acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last written above.
 Diana C. Saylor
Notary Public

My commission expires the 6 day of Feb, 1983.

STATE OF NEBRASKA)
)
COUNTY OF) SS

On this ___ day of May, 1982, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Ralph P. Hanson and Denise R. Hanson, husband and wife, to me known to be the owners of lot 56, having acknowledged the execution of the foregoing Covenants to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last written above.
Diana C. Saylor
Notary Public

My commission expires the 6 day of Feb, 1983.

STATE OF NEBRASKA)
)
COUNTY OF) SS

On this 3rd day of ^{June} ~~May~~, 1982, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Eleanor R. Stahl, President of Kendel Homes Corporation, and owner of the aforementioned lots, having acknowledged the execution of the foregoing Covenants to be voluntary act and deed.

Witness my hand and notarial seal the day and year last written above.
Patricia J. Stahl
Notary Public

My commission expires the 6th day of June, 1983.



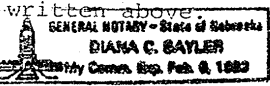
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STATE OF NEBRASKA)

COUNTY OF Sarpy) SS

On this 3 day of ~~May~~ ^{June}, 1982, before me the undersigned a Notary Public, duly commissioned and qualified for in said county personally came Michael L. Henery, President of Looking Glass Homes, Inc., having acknowledged the execution of the foregoing Covenants to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last



Diana C. Bayler
Notary Public

My commission expires the 6 day of Feb, 1983.