

RESTRICTIVE COVENANTSMONTCLAIR WEST REPLATBOOK **620** PAGE **610**

The undersigned, being the owner of the hereinafter identified lots, 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, 2003, to-wit:

LOTS ONE HUNDRED SIXTY-ONE (161) through TWO HUNDRED FIFTY-SEVEN (257) inclusive, In MONTCLAIR WEST REPLAT, a Subdivision in DOUGLAS COUNTY, NEBRASKA. <sup>201</sup>

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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Invalidation of any one 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 residential purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes. All dwellings constructed on said lots shall be single-family dwellings, except that on Seven (7) of said lots, viz., Lots Two Hundred Twenty-Three (223) through Two Hundred Twenty-eight (228) inclusive, and Lot Two Hundred Fifty-seven (257), two family/duplex dwellings may be constructed thereon.

B. Prior to any construction or grading on any lot, the owner must first submit construction and grading plans to the undersigned and secure its written approval thereof as to exterior design, materials, grading and placement of structures on the lot. Within thirty days after receipt of said plans, the undersigned shall either notify the owner in writing of its approval of plans or of disapproval with reasons therefor, but if the undersigned shall fail to send either notice within the 30-day period, then such plans shall be deemed approved. The preceding provisions of this paragraph only shall be binding for a period of ten years from and after date hereof. In no event shall the undersigned, by virtue of such approval, if given, incur any responsibility or liability to anyone whomsoever for the inadequacy, if any, of said grading and construction plans, or for any defects in the construction work based thereon; nor does the undersigned by reason of such approval, assume any responsibility to supervise the performance of the grading and/or construction work in order to insure compliance with said plans and specifications.

All exposed front foundation walls of all structures must be constructed of or faced with brick, stone, or split-faced block. All driveways must be constructed of concrete, brick, asphalt or laid stone. All curb cuts must be made with clean-cutting cement saws so that the curb will be left smooth; all street pavement cuts for installation and repair of utilities shall be similarly made and such cuts shall be promptly repaired. All excavations, including utility trenches shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

C. The ground floor enclosed living area of single family residential dwellings, exclusive of open porches, open breezeways, basements, and garages, shall not be less than the following minimum sizes:

- 1) 950 square feet for one-story dwellings
- 2) 1050 square feet for split-level or bi-level dwellings
- 3) 850 square feet for one-and-one-half or two story dwellings

The ground floor enclosed living area of each unit of two family duplex dwellings exclusive of open porches, open breezeways, basements, and garages, shall be not less than 750 square feet.

(On split-level or bi-level dwellings, the "ground floor" shall be deemed to include all finished living areas except such areas as are constructed below a living area.)

For each single family dwelling there must also be erected a private garage for not less than one car and for each two family/duplex dwelling, there must be erected a private garage for not less than two cars (each car stall to be a minimum size of ten feet by twenty-one feet).

D. No residential structure shall be erected or placed on any building plot which has an area of less than Five Thousand Five Hundred (5,500) square feet; such plot of said minimum dimensions, when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any residential building plot nearer than Thirty-Five (35) feet to the front lot line, nearer than Twenty-Five (25) feet to the rear lot line, nor shall any building (except a detached garage) be located nearer than Five (5) feet to any side

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line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side yard shall not be less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha shall by resolution permit a lesser set back, side yard, or rear yard on a residential building plot, then as to such plot the determination of said Board shall automatically supersede these covenants.

E. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; however, parts of two or more platted lots may be combined into one building plot if the plot is at least as wide at the minimum setback line, and as large in area as the largest of said lots as originally platted. This shall not preclude condominium or other joint ownership of a two-family/duplex dwelling residential building plot.

F. Portland concrete public sidewalks, four (4) feet wide by four (4) inches thick shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line except along Westwood Lane where it shall be placed seven and one-half (7½) feet back of street curb line, and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof.

G. No trailer, basement, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure, and once construction of a dwelling has been commenced, outside framing of same must be completed within six (6) months and construction completed within a total of twelve (12) months. A used dwelling structure previously located on another foundation shall not be moved to any residential building plot within this Addition. No junk or non-operating cars or car bodies, no unlicensed motor vehicles of any kind, and no tractors or semi-tractors/trailers shall be stored, parked, kept, or maintained in any yards, driveways, or streets. All of said residential lots shall provide at least the minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska, on date hereof.

H. No noxious or offensive trade or activity shall be carried on upon any lot or plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All plots shall be kept free of all types of trash and debris and all weeds and grass shall be kept cut down to a maximum height of eighteen inches above ground level. No posters or advertising signs of any kind except residential "For Sale" or "For Rent" signs not exceeding two feet by two feet in size, shall be erected on any building plot. This restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All tanks must be buried beneath ground level. No downspouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. Standard residential exterior television antennae shall be allowed, but no other radio or other electronic antenna or aerial shall be erected on any residential building plot without the consent of the undersigned.

I. If construction of the main residential structure on any lot is not completed within five (5) years from date on the face of the original deed from the undersigned, then the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record at his last known address. This provision and option shall not preclude the right of any bona fide mortgagee to enforce its mortgage, exercise any of its rights, and foreclose and sell the mortgaged parcel free and clear of this option right.

J. 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, replace and renew buried or underground cables, conduits, poles with the necessary supports, sustaining wires, crossarms, 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, through and upon an eight (8) foot wide strip of land adjoining the rear lines of said lots and a five (5) foot wide strip of land adjoining the 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 said utility companies fail to construct cables, conduits,

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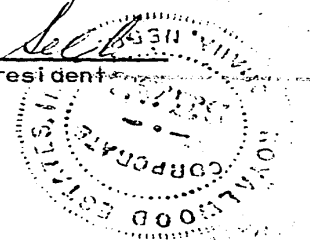
or poles along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. A perpetual easement is also reserved to the undersigned or its assigns, over the rear and side five (5) foot wide strip of land of each lot for the purpose of laying drain tiles or constructing swales to drain off surface waters.

IN WITNESS WHEREOF, ROYALWOOD ESTATES, INC., a Nebraska Corporation, being the owner of said real estate, has executed these covenants this 10th day of October, 1978.

ROYALWOOD ESTATES, INC.

ATTEST: Theodore M. Seldin  
Theodore M. Seldin, Secretary

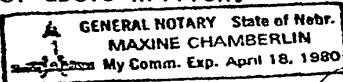
Millard R. Seldin  
Millard R. Seldin, President



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 Millard R. Seldin, President of ROYALWOOD ESTATES, INC., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his 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 the day and year last above written.



Maxine Chamberlin  
Notary Public

My Commission Expires April 18, 1980

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Fee 33.00  
Index 33.00  
Comped 33.00  
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C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

31 pages