

79-1+

BOOK 524 PAGE 643

RESTRICTIVE COVENANTS

The undersigned, whose interests appear following our respective names, being owners and mortgage holders of all of the lots in Northridge Farms, a subdivision of Douglas County, Nebraska, as surveyed, platted and recorded, do hereby revoke, rescind and cancel Restrictive Covenants dated February 28, 1973, and recorded February 28, 1973, in Book 519 at Page 357 of Miscellaneous in the office of the Register of Deeds of Douglas County, Nebraska, and do hereby state, declare, and publish that each and all of the lots in said subdivision are and shall be owned, used and conveyed under and subject to the following covenants, conditions, easements, and restrictions, to wit:

(1) No lot shall be used other than for residential and farming purposes. Livestock farming of any nature for commercial purposes shall not be permitted. The number and kinds of animals permitted shall be limited to those expressed in paragraph (6) hereof.

(2) Before the commencement of any building, an application form provided by the Developer, Southwoods, Inc., must be filled out and submitted with building plans and approved by the Architectural Control Committee to be named by the Developer. Said Committee shall use reasonable criteria with respect to design, material, structure, and workmanship to determine approval.

(3) Each residential dwelling erected in the subdivision shall have a minimum of 1,200 square feet of living space on the ground floor, exclusive of any basement area, or any garage areas.

(4) In regard to all buildings other than residential dwellings, the following provisions are to be made and adhered to:

(a) Any buildings, other than the aforementioned residential, necessary for useful and enjoyable ranchette ownership shall be of good design, painted, and constructed

with materials approved by the Architectural Control Committee. No express square footage of area is required for these buildings; however, they should exceed in size the classification of "Outbuilding" and generally be kept clean, well-painted and in a good state of maintenance and repair. Upon failure to meet the conditions of repair and appearance, as stated above, it shall be lawful for the Community Association, referred to hereinafter at Paragraph 11, to clean up or repair said property and recover the cost thereof from the owner.

(b) All trash and garbage shall be contained and enclosed in metal or plastic containers.

(c) No building shall be erected on any lot nearer than 100 feet from the front property line, 20 feet from the side lot lines, and 35 feet from the back lot line.

(d) No trailer, mobile home, modular home, basement, garage, tent, barn or outbuilding shall be erected on a tract at any time for use as a residence.

(e) Any and all living quarters for servants, trainers, or worker-assistants must be approved by the Architectural Control Committee.

(5) No lot or lots shall be subdivided, resubdivided, altered, or changed, so as to produce less than 87,120 square feet (2 acres).

(6) Household pets may be kept and maintained on the premises for the use, benefit and pleasure of the owner of the tract, his guests and servants. In no case shall the number of animals, excluding horses or ponies or both, number more than four (4) per tract. The number of horses or ponies or both permitted on each lot shall not exceed two (2) per acre.

(7) No objectional, unlawful, or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

(8) Each lot owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of his tract.

(9) If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings against the person or persons violating or attempting to violate any of the covenants herein, and either to prevent them or him from committing any violation or to recover the damages for such violation. Any failure or neglect on the part of any owner of any tract or parcel of land in said Subdivision to demand or insist upon the observance of any covenants or provisions contained herein, or to proceed for the restraint of violation thereof shall not be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereof. Any covenant or provision herein may be enforced at any time, notwithstanding violations thereof that may have been suffered or permitted theretofore, and no waiver of any covenants or provision herein in any particular shall be deemed a waiver of any other default hereunder, whether of the same or of a different nature.

(10) Invalidation of any of these covenants by judgement of any court of competent jurisdiction shall in no way affect any of the provisions which shall remain in full force and effect.

(11) A Community Association is hereby authorized to be created at any future date for the owners of the lots in said Subdivision. The owner or owners of each lot shall be entitled

to one voting membership in said Association. The purpose of the Association shall be for the upkeep, promotion and maintenance of said Subdivision.

(12) Southwoods, Inc., its successors or assigns, are hereby given the right to enter upon any vacant or unattended lot for the purpose of improving its general appearance, to mow weeds, etc., should such become necessary without being classified as a trespasser, provided, however, that the owner of the lot shall pay any expense incurred on this account.

(13) These restrictions and covenants may be amended or rescinded by written instrument signed by the then owners of fifty-one percent (51%) of the lots in this Subdivision. These restrictive covenants shall be binding upon all persons claiming under and through Southwoods, Inc. until January 1, 1996.

SOUTHWOODS, INC.
Owner of Lots 1, 2, 3, 5, 6, 7,
9, 11, 12, 13 and 15

ATTEST:

Ralph W. Andersen

Secretary

BY:

Robert J. Hancock

Fred H. King

FRED H. KING, Co-Mortgagee with
Alma V. King of Lots 1, 2, 3, 5, 12,
6, 7, 9, 11, 13, and 15

Alma V. King

ALMA V. KING, Co-Mortgagee with
Fred H. King of Lots 1, 2, 3, 5,
6, 7, 9, 11, 12, 13 and 15

Ralph W. Andersen

RALPH W. ANDERSEN, Co-Owner with
Mina G. Andersen of Lot 4

Carolyn K. Hart
CAROLYN K. HART, Co-Owner with
E. Darrell Hart of Lot 14

CENTER BANK
Mortgage Holder of Lot 14

ATTEST:

[Signature]
Karl Andersen

By [Signature]

x [Signature]
THOMAS P. K. LIM, Purchaser of
Lot 2 by Contract dated
February 28, 1973

x [Signature]
KIMBERLY S. H. LIM, wife of
Thomas P. K. Lim

ACKNOWLEDGMENTS


STATE OF NEBRASKA)
 : SS.
COUNTY OF DOUGLAS)

On this 26 day of June, 1973, before me,
the undersigned, a notary public in and for said County, personally
appeared Thomas P. K. Lim and Kimberly S. H. Lim,
husband and wife, to me known to be the identical persons described
in and who executed the foregoing instrument and they severally
acknowledge the same to be their voluntary act and deed.

Witness my hand and seal at Omaha, in said County,
the day and year last above written.

[Signature]
Notary Public

My Commission Expires:
March 30, 1976

 WALTER D. KROHN
GENERAL NOTARY - State of Nebr.
My Commission Expires
March 30, 1976


STATE OF NEBRASKA)
 : SS.
COUNTY OF DOUGLAS)

On this 27 day of June, 1973, before me,
the undersigned, a notary public in and for said County, personally
appeared Mores V. Bergman and Lynnette E. Bergman,
husband and wife, to me known to be the identical persons described
in and who executed the foregoing instrument and they severally
acknowledge the same to be their voluntary act and deed.

Witness my hand and seal at Omaha, in said County,
the day and year last above written.

[Signature]
Notary Public

My Commission Expires:
March 30, 1976

 WALTER D. KROHN
GENERAL NOTARY - State of Nebr.
My Commission Expires
March 30, 1976

Mina G. Andersen
MINA G. ANDERSEN, Co-Owner with
Ralph W. Andersen of Lot 4

OMAHA SAVINGS & LOAN ASSOCIATION
Mortgage Holder of Lot 4

By D. E. Crouch
Vice President

Allan L. Grauer
ALLAN L. GRAUER, Co-Owner with
Julie M. Grauer of Lot 8

Julie M. Grauer
JULIE M. GRAUER, Co-Owner with
Allan L. Grauer of Lot 8

FIRST NATIONAL BANK OF OMAHA
Mortgage Holder of Lot 8

ATTEST:
Robert J. Paul
2-2-24

By R. W. Tindall

Mores V. Bergman
MORES V. BERGMAN, Co-Owner with
Lynelle E. Bergman of Lot 10

Lynelle E. Bergman
LYNELLE E. BERGMAN, Co-Owner
with Mores V. Bergman of Lot 10

NEBRASKA SAVINGS & LOAN ASSOCIATION
Mortgage Holder of Lot 10

By James P. Duff
President

E. Darrell Hart
E. DARRELL HART, Co-Owner with
Carolyn K. Hart of Lot 14

ATTEST:
James P. Duff
Assistant Secretary

STATE OF NEBRASKA)
: ss.
COUNTY OF DOUGLAS)

On this 27 day of June, 1973, before me, the undersigned, a notary public in and for said County, personally appeared E Darrell Hart and Carolyn K Hart, husband and wife, to me known to be the identical persons described in and who executed the foregoing instrument and they severally acknowledge the same to be their voluntary act and deed.

Witness my hand and seal at Omaha, in said County, the day and year last above written.

Walter D. Krohn
Notary Public

My Commission Expires:

March 30 1976



WALTER D. KROHN
GENERAL NOTARY - State of Nebr.
My Commission Expires
March 30, 1976

STATE OF NEBRASKA)
: ss.
COUNTY OF DOUGLAS)

On this 27 day of June, 1973, before me, the undersigned, a notary public in and for said County, personally appeared Alvin C. Anderson and Merna L. Anderson, husband and wife, to me known to be the identical persons described in and who executed the foregoing instrument and they severally acknowledge the same to be their voluntary act and deed.

Witness my hand and seal at Omaha, in said County, the day and year last above written.



VEDA M. JACKSON
GENERAL NOTARY, State of Nebr.
My Commission Expires
April 26, 1976

Veda M. Jackson
Notary Public


My Commission Expires:

April 26, 1976

STATE OF NEBRASKA)
 : ss.
COUNTY OF DOUGLAS)

On this 28 day of June, 1973, before me, the undersigned, a notary public in and for said County, personally came Robert L. Hancock Sr., President of Southwoods, Inc., a corporation, to me personally known to be the President and identical person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and seal at Lincoln, in said County, the day and year last above written.

 VEDA M. JACKSON
GENERAL NOTARY, State of Neb.
My Commission Expires
April 25, 1976

[Signature]
Notary Public

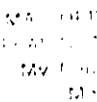
My Commission Expires:

April 25, 1976

STATE OF NEBRASKA)
 : ss.
COUNTY OF DOUGLAS)

On this 29th day of June, 1973, before me, the undersigned, a notary public in and for said County, personally came D. E. Branch, Vice President of Omaha Savings & Loan Association, a corporation, to me personally known to be the Vice President and identical person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and seal at Omaha, in said County, the day and year last above written.

 MARGARET WILLIAMS
GENERAL NOTARY, State of Neb.
My Commission Expires
May 14, 1976

[Signature]
Notary Public

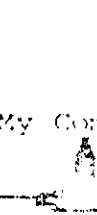
My Commission Expires:

May 13, 1976

STATE OF NEBRASKA)
 : ss.
COUNTY OF DOUGLAS)

On this 3rd day of July, 1973, before me, the undersigned, a notary public in and for said County, personally came W. S. Viska II, Vice President of First National Bank of Omaha, a corporation, to me personally known to be the Vice President and identical person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and seal at Omaha, in said County, the day and year last above written.

 VEDA M. JACKSON
GENERAL NOTARY, State of Neb.
My Commission Expires
April 25, 1976

[Signature]
Notary Public

My Commission Expires:

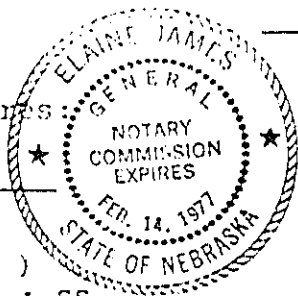
STATE OF NEBRASKA)
 : ss.
COUNTY OF DOUGLAS)

On this 29th day of June, 1973, before me, the undersigned, a notary public in and for said County, personally came James P. Duff, President of Nebraska Savings & Loan Association, a corporation, to me personally known to be the President and identical person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and seal at Omaha, Nebraska, in said County, the day and year last above written.

Elaine James

Notary Public



My Commission Expires:
February 14, 1977

STATE OF NEBRASKA)
 : ss.
COUNTY OF DOUGLAS)

On this 29th day of June, 1973, before me, the undersigned, a notary public in and for said County, personally came _____ of Center Bank, a corporation, to me personally known to be the _____ and identical person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and seal at _____, in said County, the day and year last above written.

Marguerite J. Gore

Notary Public

My Commission Expires:
7/23/74

STATE OF NEBRASKA)
 : ss.
COUNTY OF DOUGLAS)

On this 2 day of July, 1973, before me, the undersigned, a notary public in and for said County, personally appeared Fred H. King and Clara M. King, husband and wife, to me known to be the identical persons described in and who executed the foregoing instrument and they severally acknowledge the same to be their voluntary act and deed.

Witness my hand and seal at Omaha, in said County, the day and year last above written.



VEDA M. JACKSON
GENERAL NOTARY, State of Neb.
My Commission Expires
April 26, 1976

Veda M. Jackson

Notary Public

My Commission Expires:
April 26, 1976

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STATE OF NEBRASKA)
 : SS.
COUNTY OF DOUGLAS)

On this 2 day of July, 1973, before me, the undersigned, a notary public in and for said County, personally appeared Alan & Grace and John & Marie, husband and wife, to me known to be the identical persons described in and who executed the foregoing instrument and they severally acknowledge the same to be their voluntary act and deed.

Witness my hand and seal at Omaha, in said County, the day and year last above written.



VEDA M. JACKSON
GENERAL NOTARY, State of Nebr.
My Commission Expires
April 26, 1976

Veda M. Jackson
Notary Public

My Commission Expires:
April 26, 1976

16. paid

RECEIVED

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CHARLES DOTY
COUNTY CLERK
DOUGLAS COUNTY, NEBR.

County Clerk's Office

THE STATE OF NEBRASKA
County of Douglas
Entered in the office of the County Clerk
for Record in the office of the Register of
Deeds of said County this nineteenth day of
July 1973.
Book 524 Page 649

649

By _____

*Wm Baird, John & Marie
1500 Woodmont
7901 7th
3075*

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