

40-220

Original

RESTRICTIVE COVENANTS

The undersigned hereby declare 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, 2000.

Lot 1 and Lots 80 to 132 inclusive, in PARK HILLS ADDITION to the City of Papillion 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.

In validation of any 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 single-family purposes not exceeding two stories in height and for accessory structures incidental to residential use, or for park, recreational, church or school purposes.

B. 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. No boats, trucks, boat trailers, camping trailer, house trailers or other type of trailer shall be permitted to be parked or stored on any lot or abutting street, except for fully enclosed storage in a garage. All cars parked on any lot or abutting street must be in running condition with all tires inflated, and no outside repair of any automobiles will be permitted.

C. 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. Buildings constructed in another addition or location shall not be moved to any lot within this addition. 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 they are not kept, bred or maintained for any commercial purpose.

D. 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, 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 over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

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AND RECORDED IN BOOK 40 OF Plat Rec. PAGE 113
REGISTER OF DEEDS 585
1071 55701 30 copies

Portland concrete public sidewalks, four feet wide by four 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 six 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.

The following building restrictions for single-family dwelling shall apply to said lots:

(1) The following minimums shall be required for finished living areas exclusive of open porches, breezeways and patios: 1100 square feet on the ground floor for a one story house; 1200 square feet throughout the house for a bi-level, tri-level, split-level or split-entry.

The foundation walls for a 1 1/2 story or 2 story house must enclose an inside ground area of not less than 300 square feet. In addition, each single-family dwelling shall provide fully enclosed parking space for at least two cars (but not more than three cars) (only attached or basement garages being permitted). In all cases where basement garages are constructed, the above minimums for square footage shall be increased to 100 square feet. Notwithstanding the foregoing, no basement garages shall be permitted in 1 1/2 or 2 story houses.

(2) The following lot minimums shall apply: Minimum area of building lot: No lot may be reduced below its originally platted area, except that parts of lots may be combined to make a building tract on condition that the area of such plot must at least equal the area of the larger lot, used as originally platted. Minimum front yard and side yard shall be determined by applicable zoning ordinances of the City of Beavillie, as may be amended as to any lot for which the Board of Appeals or other proper Board or Council of the City of Beavillie, Oregon shall determine and permit a lesser area or distance.

(3) All front and side yards shall be sodded before occupancy of the residence. No outside incinerator or trash burner shall be permitted on any lot unless enclosed from view with an attractive fence. No fence may be built in front of the front wall of the main residential structure. No outside radio, television, loudspeakers or other electronic antennae or aerial shall be permitted on any lot on structure. All lots, whether developed or undeveloped, shall be kept mowed at the expense of the owner of the lot. If in the opinion of the undersigned (herein called developer) a lot, whether developed or undeveloped, needs mowing, said developer, at its option, may mow said lot or have said lot mowed. In such event, the developer shall be entitled to recover the reasonable cost of mowing for such mowing from the record titleholder of said lot and pay all the owner for the same. If said bill is not paid within ninety (90) calendar days after the date said bill was mailed to the record titleholder, the developer may record an affidavit setting forth the appropriate facts and compliance with the procedure as outlined in this paragraph, and said unpaid bill shall constitute a lien against said lot. Said unpaid bill shall bear simple interest at the rate of six per cent (6%) per annum from the date of recording said bill. The developer shall have the power to release any such lien. The remedy as outlined herein shall be in addition to any other remedies available by law to the developer. If construction of the main residential structure on any lot is not commenced within one and one half years from date on the face of the original deed from the undersigned, or if such construction is not fully completed within two years from said date, then in either case the undersigned shall have the exclusive option for ninety days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot.

