

32-413

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The undersigned, SOUTHERN LAND & DEVELOPMENT COMPANY, INC., a Nebraska Corporation, Lloyd E. Mill, Jr., and Jean M. Mill, husband and wife; Louie DeRock and Erma I. DeRock, husband and wife; Robert J. Derezinaki and Delores A. Dereziński, husband and wife; Harry Fleisher and Doris M. Fleisher, husband and wife; Dix B. Wagner and Jean Ann Wagner, husband and wife, the owners of certain real estate in Sarpy County, Nebraska, which has been subdivided as SOUTHERN VIEW ADDITION, Second platting, including the following numbered lots: 57, 58, 63 to 80, inclusive, 83 to 100, inclusive, and 103 to 110, inclusive, all in Southern View, Second platting, in Sarpy County, Nebraska, do hereby state, declare and publish, that all of the lots or part of lots in said addition are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1. No lot will be used except for residential purposes.
2. No building or appurtenances shall be erected on any lot or lots except in accordance with the presently existing zoning regulations applicable to said lots.
3. In the case of a single family dwelling/ no dwelling shall be permitted on any lot described herein, having a main floor square foot area of less than 900 square feet. Main floor area shall be computed from gross outside dimensions of a single floor exclusive of a garage, open porches, breeze ways, basements, and living floor areas under or above other living floor areas.
4. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 25 feet to any side street line.

FILED FOR RECORD IN SARPY COUNTY NEBR. *Oct 21 1963* AT <sup>45</sup> 11 O'CLOCK AM  
 AND RECORDED IN BOOK 32 OF *1963* PAGE 413 *Plainfield* REGISTER OF DEEDS

No building shall be located nearer than 6 feet to an interior lot line, except that a three-foot side yard shall be permitted for a garage where or other accessory building, located 35 feet, or more, from the minimum building set-back line.

No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, caves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Each dwelling must have an attached or basement garage.

6. Dwellings constructed or existing in another area or location shall not be moved to any lot within this addition.

7. A ten-foot easement across and along the rear boundary line of each of said lots, is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric and telephone facilities.

8. No trailer, basement, shack, tent, garage, barn or other out buildings may at any time be erected in this addition for use as a residence, temporarily or permanently.

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

10. No trees, shrubs, hedges, or other plants shall be maintained or permitted in such proximity to any lot line as would interfere with the use and maintenance with any street or sidewalk or the unobstructed view at street intersections and shall be maintained to comply with reasonable requirements to insure the

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safety of persons using the streets and motor vehicles or as pedestrians.

11. Portland cement concrete sidewalks four (4) feet wide by four (4) inches thick shall be constructed in front of each built-upon lot and along the side street of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line. Such walks shall be built by the then owner of the lot and at the time of the completion of the main structure upon the lot.

12. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lot has been recorded, agreeing to change such covenants in whole or in part.

13. Each of the provisions hereof is several and separable, and invalidation of any provision shall not effect any other of the provisions hereof. These provisions shall bind and inure to the benefit of the undersigned, their successors and assigns, and of their grantees, both immediate and remote, and the heirs, devisees, personal representatives, successors, assigns and grantees of such grantees, and shall run with the land for the benefit and imposed upon all subsequent owners of each of the aforesaid lots in the SOUTHERN VIEW ADDITION.

14. If any purchaser, owner, lessee, or other person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot or lots in Southern View Addition, 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 for such violation. Nothing contained in this instrument shall in any measure be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. By accepting a deed to any of the lots in Southern View, the grantee shall hereby bind himself, his heirs, executors, administrators, assigns and grantees to observe and perform all of said covenants as fully and to all intents and purposes as though such grantees had joined in this declaration.

SOUTHERN LAND & DEVELOPMENT COMPANY, INC.,  
a Corporation.

BY Milton D. Smith

ATTEST:

Betty J. Farnell  
Mr. Lloyd C. Milligan  
Mr. Lloyd C. Milligan  
James L. ...  
Miss Louise R. Rock  
Clara J. ...  
Victoria ...  
Harry Elisha  
Darwin ...  
x Miss ...  
x Jean Ann Wagner