

325-343

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS

DANIEL G. CARY and CORNELIA S. CARY,
husband and wife,

- 76 -

WHOM IT MAY CONCERN

The undersigned Daniel G. Cary, being the owner of the following described lots platted as a portion of SOUTHWEST VILLAGE, a subdivision in Douglas County, Nebraska, according to the plat of said subdivision recorded on the 27th day of September, 1957, in Book 1025 at Page 512 of the Deed Records of said county, together with Cornelia S. Cary, his wife, do hereby state, declare and publish that all of said lots are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, to-wit:

1. All of said lots shall be used and occupied for residential purposes only.

2. For the purposes of this declaration said lots are hereby divided or set off into two groups according to size and area of lots, same to be known as Groups 1 and 2 as follows:

Group 1 consists of the following lots:

Lots 1 to 7, inclusive, Block 1

Lots 1 to 16, inclusive, Block 2

Lots 1 to 4, inclusive, Block 3

Lots 1 to 4, inclusive, Block 4

Group 2 consists of the following lots:

Lots 8 to 15, inclusive, Block 1

Lots 1 to 4, inclusive, Block 5

Lots 1 to 4, inclusive, Block 6

3. In connection with lots designated as Group 1, all dwellings constructed on lots or parcels therein shall have a two-car attached garage of not less than 20 feet in width. One story houses therein shall have a first floor area of not less than 1250 square

feet. Houses therein in excess of one story shall have a first floor area of not less than 900 square feet. Said minimum floor area shall be computed exclusive of garage, open porches and basement.

4. In connection with lots designated as Group 2, one story houses therein shall have a first floor area of not less than 1050 square feet. Houses therein in excess of one story shall have a first floor area of not less than 800 square feet. Said minimum floor areas shall be computed exclusive of garage, open porches and basement.

5. Building line setback restrictions for the front and side lot lines of all lots in said Groups 1 and 2 shall be in accordance with the provisions of the zone ordinances of the City of Omaha in force and effect on the 14th day of October, 1957, applicable to such lots.

6. During the period from this date up to and including December 31, 1960, no building or buildings shall be erected on any of said lots unless plans and specifications shall first have been submitted to and approved by The Daniel Cary Company of Omaha, Nebraska, provided this provision shall not be operative in event said The Daniel Cary Company shall cease to do business.

7. No building shall be erected on any lot or parcel within the above mentioned Groups 1 and 2 in said subdivision other than a single detached dwelling of not to exceed two stories in height. No lot or parcel therein shall be improved, used or occupied for other than private residential purposes.

8. The general slope of each lot or parcel and terrace after buildings have been erected thereon shall remain substantially as now established. All excess dirt resulting from excavation, construction or otherwise shall be hauled at the expense of the respective owners thereof to points within the above mentioned Groups 1 and 2 of lots, or within the confines of the proposed remainder of said subdivision, as designated by the undersigned for fill purposes.

9. Exposed foundations above grade shall be built of brick, brick veneer or stone.

10. "An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

11. No antenna or aerial shall be erected or maintained on any of said lots or parcels or buildings thereon other than for ordinary home reception.

12. The following provisions shall be observed during the period hereinafter specified, to-wit:

(a) All fuel tanks on outside of houses shall be buried.

(b) No drive shall be constructed from a street to a street sidewalk except of cement, brick, stone or asphalt or any combination thereof.

(c) No open fence shall be built to a height greater than 4 feet on that section which shall comprise the rear lot area of the property. No wall or fence shall be built to a height greater than 2 feet 6 inches on the so-called front area.

(d) No hedge, walk, steps or other construction, except drive or sidewalk, shall be placed or maintained forward of the front lot line.

(e) Garbage and refuse receptacles shall be buried to lot level.

(f) No animals other than dogs and cats and no poultry or fowl shall be permitted to be kept on any of said lots or parcels.

(g) No noxious or offensive trade or activity shall be carried on or permitted upon any lot or parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(h) No grantee, purchaser, owner, occupant, lessee or any other person shall cut into the street pavement or secure any permits authorizing any person, firm or corporation to cut into said street pavement.

13. Except as specified in paragraph 6 above, these covenants are to run with the land and shall be binding on all parties.

and all persons claiming under them until December 1, 1975.

14. If any purchaser, owner, lessee or any 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 of the above described lots 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 ~~the~~ doing or to recover damages for such violation. Nothing contained in this instrument shall in any manner be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. Each of the provisions hereof is severable and separable. Invalidation of any one of these covenants by judgment or decree of court or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. By accepting a deed to any of the lots or parcels within the above mentioned Groups 1 and 2 of lots, the grantee shall thereby 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 grantee had joined in this declaration.

IN WITNESS WHEREOF, we have hereunto set our hands this 14th day of October, 1957.

Daniel G. Cary
Cornelia S. Cary

State of Nebraska)
) ss
County of Douglas)

On this 14th day of October, 1957, before me, a Notary Public in and for said county, personally came DANIEL G. CARY and CORNELIA S. CARY, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above and foregoing instrument and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Erma C. Christman
Notary Public

