

433-283

TO WHOM IT MAY CONCERN, know all men by these presents:

That Miracle Hills Development, Inc., a corporation organized and existing under the laws of the State of Nebraska, joining with John R. Maenner, W. Russell Bowie, Jr., Louis R. Seybold, Robert L. Mierendorf, and Louis Shrier, (all of whom, as corporations and individuals shall be referred to herein as the Declarants), who are collectively the owners of all the following described real estate, to-wit:

Lots 1 through 9, inclusive, Block 1;
Lots 1 through 21, inclusive, Block 2;
Lots 1 through 14, inclusive, Block 3;
Lots 1 through 11, inclusive, Block 4;
Lots 1 through 6, inclusive, Block 5;
Lot 1, Block 6;
Lots 1 through 6, inclusive, Block 7;
Lots 1 through 3, inclusive, Block 8;
All in Miracle Hills, a Subdivision in Douglas County,
Nebraska,

does hereby make, publish and declare the following provisions and conditions on all of said real estate, it being the intention of the said Declarants to bind all of the said real estate as follows, to-wit:

1. All lots zoned second and third residential in said Miracle Hills Addition shall be known, described, and used as single family residential lots. Not more than one structure shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.

2. Each single family dwelling shall have not less than one thousand two hundred (1,200) square feet of livable area for one-floor plans and split levels; and for one and one-half story plans a minimum of one thousand six hundred (1,600) square feet with one thousand (1000) square feet being the minimum for the first floor; and for full two-story plans, the minimum of eighteen hundred (1,800) square feet with nine hundred (900) square feet being the minimum for the first floor.

3. Each single family dwelling shall have garage facilities with the housing of at least two cars whether attached or built-in and no carports will be allowed.

4. License is granted hereby to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors, lessees and assigns, to erect and maintain, operate, repair, and renew poles with the necessary supports, sustaining wires, cross-arms, guys, anchors, cables, and other instrumentalities, both above and below the surface of the ground, and to extend thereon wires for carrying and transmission of electric current for lights, heat, and power, and for all telephone, telegraph, and message purposes, along the rear and side boundary lines of the said lots for the use and benefit of the owners and occupants of each block. This license is perpetual and shall continue until released by the Northwestern Bell Telephone Company and the Omaha Public Power District, or their successors, or assigns, provided, that if the license herein granted is not put to use by the said telephone company and power company within a period of five years from the date of these covenants, then and in that event this license shall terminate as to all side and rear lot lines which have not been used.

5. No fences shall be built in the front yard beyond the front line of the dwelling.

6. Single family dwellings of flat roof design will not be allowed.

7. No trailer, basement, tent, shack, garage, barn, or other building erected in this addition 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.

8. Animals shall be limited to household pets.

9. No dwelling shall be erected on any lot in Miracle Hills addition for a period of ten years following the platting of such lots until the owner of said lots has obtained approval of the plan for construction of such dwellings from the undersigned, Miracle Hills Development, Inc. or its successor or assigns.

10. Vacant lots will be tended in such way that their appearance is not objectionable to the surroundings.

11. No trees, shrubs, hedges, or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintaining of any street or walk or the unobstructed view of street intersections sufficient for the safety of pedestrians or vehicles.

12. Public sidewalks shall be installed at the time of completion of construction of the dwellings on each lot, and shall conform with specifications of the City of Omaha relative to materials and thickness requirements; they shall be installed along the front of each lot, and along the front and side of each corner lot.

13. All basement foundation exteriors facing a street shall be surfaced either with brick or stone, or shall be treated in such a manner as to give the appearance of brick and stone.

14. These covenants shall run with the land and shall be binding on all present and future owners of the above described real estate for a period of twenty five years from the date these covenants are recorded.

15. Each of the provisions hereof is severable and separable, and invalidation of any such provision shall not effect any other of the provisions hereof.


16. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, assigns, and to their grantees, both immediate and remote and their heirs, devisees, personal representatives, successors, assigns, and grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the said lots in Miracle Hills Addition.

17. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligations, or requirements for its enforcement.

IN WITNESS WHEREOF, the undersigned, all being owners of real estate embraced within said Miracle Hills Addition, and the owners of

all of the said real estate, have executed these Restrictive Covenants this 28th day of January, 1965.

MIRACLE HILLS DEVELOPMENT, INC.


Robert L. Mierendorf, President

W. Russell Bowie, Jr.

~~John R. Maenner~~

Louis R. Seybold

Robert L. Mierendorf

Louis Shrier

[illegible]

On the 27th day of January, 1965, before me, the undersigned, a notary public in and for said county, personally came Robert L. Mierendorf, President of Miracle Hills Development, Inc., to me personally known to be the President and the identical person whose name is affixed to the above covenant, 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, and that the corporate seal of said corporation was thereto affixed by its authority.

Notary Public

[illegible]

On the 28th day of January, 1965, before me, the undersigned, a notary public in and for said county, personally came W. Russell Bowie, Jr., John R. Maenner, Louis R. Seybold, Robert L. Mierendorf and Louis Shrier, to me personally known to be the identical persons whose names are affixed to the above covenant, and they acknowledged the execution thereof to be their voluntary act and deed.

Notary Public

RECEIVED

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THOMAS J O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

RECEIVED

DOUGLAS COUNTY

REGISTER OF DEEDS

DOUGLAS COUNTY, NEBR.

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DOUGLAS COUNTY

REGISTER OF DEEDS

DOUGLAS COUNTY, NEBR.

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Misc

Handwritten signature

By

Henry F. Dierker

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Handwritten signature

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GP&P

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Fee

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