

79-737

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RESTRICTIVE COVENANTS

The undersigned, being the owner of the property described herein, in order to establish a uniform plan for the development thereof, does hereby declare the following covenants and restrictions on the following described property, to-wit:

Lots 2 to 20 inclusive, Lots 23 to 53 inclusive, and Lots 55 to 66 inclusive, all in Stony Brook, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded; and

Lots 97 to 155 inclusive and Lots 170 to 468 inclusive, in Stony Brook Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

References herein to Stony Brook shall include lots in Stony Brook Replat.

1. Said lots shall be used only for single family residential dwelling purposes and for accessory structures incidental thereto and for public park and non-profit recreational, church or school purposes. No lot used for single family dwelling purposes shall contain more than one detached single family dwelling.

2. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. 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, and provided that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of the owner. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris. Vacant lots shall be mowed at such time or times as may be necessary to keep weeds and other worthless vegetation under twelve (12) inches in height. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee.

3. 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. No house or residence dwelling built in any other subdivision or location shall be permitted to be moved onto any of said lots.

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No fences shall be erected unless and until written approval therefor is obtained from the Architectural Committee.

No building material shall be placed on any lot until construction is started on the main residential structure intended for such lot.

All garbage or trash cans or accumulations of trash or garbage outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

4. Automobiles and other self-propelled vehicles parked out of doors within Stony Brook or upon streets in Stony Brook must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request or act of any landowner in Stony Brook. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored indoors so as to not be visible from surrounding lots or streets. The dedicated street right of way located between the pavement and the lot line of any residentially zoned lot shall not be used for the parking of any vehicle, boat, camper or trailer.

All incinerators or trash burners shall be inside a building and shall not be exposed to view from outside such building.

5. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of lot unless the resulting parcel shall contain at least as much area as the smallest of the lots used in assembling the resulting parcel.

6. A perpetual license and easement has been granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, as provided in the recorded plat of Stony Brook.

7. Portland cement 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 sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot at any time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

All driveways constructed on any of said lots shall be constructed of concrete, brick or stone.

8. The following building restrictions shall apply:

(a) Where lots are improved with single family dwellings, the following minimum shall be required for finished living areas in such dwellings, exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house, unless it has a basement garage, in which case 1300 square feet shall be required on the ground floor; 1200 square feet on the ground floor for a one and one-half story house; 1800 square feet above basement level for a two-story house; 1300 square feet on any

one level for a bi-level, tri-level, split-level or split-entry house and, in addition, the foundation walls of such a house must enclose an inside ground area of not less than 1300 square feet.

(b) Each single family dwelling residence shall provide covered space for at least two cars. Only attached or basement garages shall be permitted, except that basement garages shall not be permitted in two-story or one and one-half story houses.

(c) All buildings, except as otherwise provided herein for accessory buildings, shall be located at least 35 feet from the front lot line; at least 7 feet from side lot lines; and at least 25 feet from the rear lot line. On corner lots either street side may be designated by the owner as the front and either non-street side as the rear, for purposes of determining compliance herewith, but buildings must be at least 17-1/2 feet from the other street side lot line. Detached accessory buildings, including garages, shall be located at least 60 feet from the front lot line and 2 feet from the side and rear lot lines, except on corner lots they shall be located at least 35 feet from the street side lot line. For purposes of this restriction, eaves, open patios and steps shall not be considered part of the building.

(d) Notwithstanding the provisions of this Paragraph 8, the restrictive provisions for side yards, rear yards and front yards shall automatically be amended as to any lot for which the Board of Appeals of the City of Omaha shall by resolution determine and permit a lesser area or distance.

9. All exposed portions of chimneys and exposed front elevation of foundations of all buildings must be faced with brick or stone, or such other covering as may be approved by the Architectural Committee, but in any event concrete brick must be painted.

10. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the Architectural Committee as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. All structures shall be erected and placed and lots graded in accordance with the plans and specifications which have received written approval of the Architectural Committee. The restrictions of this paragraph 10 shall terminate on July 1, 1976.

11. In no event shall construction of any dwelling continue for more than one year after commencement of excavation for the foundation thereof.

12. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed except for minor finish details.

13. No advertising signs or posters of any kind shall be erected or placed on any of said lots, except that residential

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"For Sale" signs, not exceeding 2 feet by 2 feet in size, shall be permitted and, provided further, that such restriction as to signs shall not apply to signs erected by the undersigned or its agents in the development of Stony Brook.

14. The Architectural Committee referred to herein shall be a Committee of not less than three (3) persons designated by the undersigned, and the initial Architectural Committee shall consist of the following persons: John J. Moritz, George F. Russell, and Leonard E. Nelson. In the event that any one or more of said individuals shall cease to serve as a member of such Committee, a successor shall be appointed by the undersigned. All plans for residential construction shall be submitted to the Architectural Committee for approval as provided herein with respect to compliance with these covenants. The Architectural Committee shall cease to exist on July 1, 1976, and all requirements in these covenants for obtaining approval of the Architectural Committee shall terminate on July 1, 1976.

15. These restrictions and covenants are to run with the land and shall be binding on all present or future owners of any of said lots until July 1, 2001. If any person shall violate or attempt to violate any of these covenants and restrictions, 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. Invalidation of any one 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.

IN WITNESS WHEREOF, Stony Brook, Inc., a Nebraska corporation, being the owner of all said real estate, has caused these covenants to be executed this 11th day of October, 1977.

STONY BROOK, INC.



Secretary

By:

President



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STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 11th day of October, 1971,
before me, the undersigned, a notary public in and for said
County, personally came JOHN J. MORITZ, President of Stony
Brook, Inc., to me personally known to be the President of
said corporation and the identical person whose name is affixed
to the foregoing Restrictive Covenants, and 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 the said corporation was thereto
affixed by its authority.

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



David Erickson
Notary Public

(SEAL)

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
5 DAY OF November 1971 AT 11:09 A.M. G. HAROLD OSTLER, REGISTER OF DEEDS 120.00