

RESTRICTIVE COVENANTS

BOOK 020 PAGE 188

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 December 31, 1999.

Lots 147, 148, 149, 150, 151, 152; lots 135, 136, and 146, except parts thereof conveyed to State of Nebraska; Lot 157, except that part lying West of a line commencing at Southeast corner of Lot 157, running North and parallel to centerline of 144th Street to point on rear of Lot 157; all in Bel Air Addition to City of Omaha, Douglas 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.

Invalidation 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 or for duplex purposes and for accessory structures incidental to residential use, or for private recreational purposes.

B. The following building and use restrictions shall apply to said lots:

1. Each dwelling unit shall contain at least 1700 square feet of finished living space per family unit plus a two car garage for each family unit. No dwelling shall exceed two stories in height.
2. Each building parcel shall have minimum yards as follows: 25-foot front yard and 10-foot side yard.
3. A maximum density of one family unit per each 14,000 square feet of land area shall be maintained for said entire project.
4. The exterior of said dwelling structures shall be constructed of wood shingle roofs with wood plus brick or stone exterior walls (minimum of 50% stone or brick required on front elevation).

C. These covenants may also be enforced by the owners of Lots 129 thru 134 in Bel-Air Addition. Undersigned further covenants that there will be no removal of trees within 50 feet of the rear lot lines of said Lots 129 thru 134.

EXECUTED August 1, 1979.

BROOK HOLLOW, INC.

RECEIVED
1979 SEP -5 PM 11:04
HAROLD E GROVE
NOTARY PUBLIC
DOUGLAS COUNTY NEBRASKA

By: Harold E. Grove
President

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Compt

71-6380

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came

HAROLD E. GROVE President of Brook Hollow, Inc. to me personally known to be the President and the identical person whose name is affixed to the above 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 of _____ 1979.

Harold E. Grove

Re Record to Court. State of Nebraska

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 December 31, 1999.

Lots 147, 148, 149, 150, 151, 152; lots 135, 136, and 146, except parts thereof conveyed to State of Nebraska; Lot 157, except that part lying West of a line commencing at Southeast corner of Lot 157, running North and parallel to centerline of 114th Street to point on rear of Lot 157; all in Bel Air Addition to City of Omaha, Douglas 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.

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EXECUTED August 1, 1979.

BROOK HOLLOW, INC.

25 Recd.

RECEIVED 1979 SEP -5 PM 1:04 C. HAROLD OTTLER REGISTERED NOTARY PUBLIC DOUGLAS COUNTY NEBR.

By: Harold E. Grove President

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STATE OF NEBRASKA) On the day and year last above written, before me, the undersigned a Notary Public in) ss.) and for said County, personally came) HEROLD E. GROVE) President of Brook Hollow, Inc.) to me personally known to be the President and the identical person whose name is affixed to the above 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.

NOTARY PUBLIC HALEN A. GOEBEL My Comm. Exp. Feb. 13, 1981

Halen A. Goebel Notary Public

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C. HAROLD OTTLER REGISTERED NOTARY PUBLIC DOUGLAS COUNTY NEBR.

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