

59-648

RESTRICTIVE COVENANTS

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 January 1, 1999.

Lots One (1) through One Hundred One (101), both inclusive, in Bella West, a subdivision in Sarpy 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 proceeding 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 purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes, except that Lots One (1) through Seven (7) both inclusive, and Lots Fifty-four (54) and Fifty-five (55) may also be used for multi-family structures and row houses.

B. No noxious or offensive trade or activity shall be carried on upon any plot not shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. 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. Once construction of a dwelling has been commenced, outside framing of same must be completed within six (6) months thereafter. Dwellings constructed in another addition or location shall not be moved to any lot within this addition. 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.

D. No junk cars or unlicensed motor vehicles of any kind, or car bodies shall be stored, parked, kept or maintained in any yard or on any driveway or streets. Outside trash containers are prohibited. Only galvanized chain link fences are permitted and all such fences cannot be more than 48 inches in height and must be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yard building setback line.

FILED FOR RECORD IN SARP COUNTY NEB. ON 11/16/88 AT 3 O'CLOCK PM  
AND RECORDED IN BOOK 39 OF PUBLIC RECORDS PAGE 688  
Oliver W. Lamborn REGISTER OF DEEDS 602

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B. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and North-Western Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables, conduits, poles with the necessary supports, sustaining wires, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said subdivision; said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

F. Portland concrete concrete 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 sidewalk shall be placed five feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof.

G. The following building restrictions for single-family dwellings shall apply to said lots:

- (1) The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 1100 square feet on the ground floor for a one-story house; 1150 square feet throughout the house for a bi-level, tri-level, split-level, split-entry, 1 1/2 story or taller house, but the foundation walls must enclose an inside ground area of not less than 800 square feet, and in relation to a split-level, tri-level or split-entry type of house, there shall be excluded from the computation of minimum square feet throughout the house, basement recreation or family rooms, if these are rooms above such recreation or family rooms. In addition, each single-family dwelling shall include a garage for at least two cars, either attached or built-in or basement-type garages being permitted. All chimneys must be of Class A materials and brick or stone faced with no metal-bestos flues exposed. All front elevation concrete or cement block foundations, if exposed, must be faced with brick or stone.

- (2) The following lot minimums shall apply:  
Minimum area of building plot: 7500 square feet.



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Minimum front yard: 35 feet. Minimum side yard for main residential structure: 7 feet. Minimum rear yard: 25 feet.

(3) Notwithstanding the provision of this Paragraph No. 5, the restrictive provisions for lot area, side yards, and front yard shall automatically be amended as to any lot for which the Board of Commissioners of Sarpy County, Nebraska, sitting as the Zoning Board of Adjustment for Sarpy County, Nebraska, shall determine and permit a lesser area or distance.

H. 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 undersigned as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor. The restrictions of this paragraph shall terminate January 1, 1974.

IN WITNESS WHEREOF, three seventy, Inc., a Nebraska corporation, being the owner of all said real estate, has executed these covenants this 11th day of April, 1968.

THREE SEVENTY, INC.

Attest: [Signature] Secretary

By: [Signature]

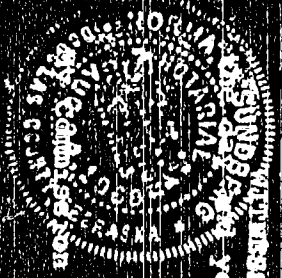


STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came ALICK ALTMAN, President of Three Seventy, 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.

[Signature]  
Notary Public



My Commission expires August 24, 1968.