

91-02667

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF BLACKHAWK
A SUBDIVISION IN SARPY COUNTY, NEBRASKA

These 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:

Lots 1 through 151, Blackhawk Subdivision, 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 vitiate 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 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, which shall remain in full force and effect.

1. Said lots shall be used only for single-family residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the owners thereof for church, park, play ground or outdoor recreational facilities.

2. No structures shall be erected, altered, placed or permitted to remain on any residential building plot, as hereinafter defined, other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage, and attached breezeways incidental to residential uses. Exclusive of porches, breezeways, carports and garages, the minimum floor area for each dwelling is:

- a) One story structure shall have not less than 1,500 square feet;
- b) Split story structure shall have not less than 1,600 square feet;
- c) Two story structure shall have not less than 2200 square feet, with a minimum of 1050 square feet on the first level;
- d) One and one half (1 1/2) story structure shall have not less than 1900 square feet, with a minimum of 1400 square feet on the first level;

FILED SARPY CO. NE
INSTRUMENT NO. 91-02667

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REGISTRAR OF DEEDS

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Proof	<u>L</u>
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Verify	<u>L</u>
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Fee \$	<u>115.50</u>

No other structure shall be permitted upon any residential lot except as provided in paragraph 2 hereof.

3. No residential structure shall be erected or placed on any building plot which has an area of less than 7,200 square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot". Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than 30 feet to the front lot line, nor shall any building be located nearer than 10 feet to any building located on an adjoining lot; provided, however, that if the Board of Appeals of the City of Bellevue, Nebraska, shall by resolution permit a lesser minimum setback, lot area or side yard for any building plot, then as to such plot the determination of said Board shall govern and shall automatically supersede these Covenants.

4. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna, aerial or disc shall be erected on any building plot without recorded written consent of owners of record of all property within two hundred feet of any lot line on which such structure is sought to be or is placed. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot except one sign per lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the lots.

6. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty eight (48) hours shall be permitted on any lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any lot. No unused building material, junk or rubbish shall be left exposed on the lot except

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during actual building operations, and then only in as neat and inconspicuous a manner as possible.

7. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a lot, other than in an enclosed structure, unless it is on concrete pad at the rear of the dwelling in which case the rear yard shall be enclosed by a wood fence of not less than six feet in height. No motor vehicle may be parked or stored outside on any lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 7 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All residential lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Bellevue, Nebraska.

8. No incinerator or trash burner shall be permitted on any lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or lot. No permanent clothes line shall be permitted outside of any dwelling at any time.

9. Exterior lighting installed on any lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent lots.

10. No swimming pool shall be permitted which extends more than one foot above ground level.

11. Construction of any improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the improvement. No excavation dirt shall be spread across any lot in such a fashion as to materially change the contour of any lot.

12. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon lot and upon the street side of each built upon corner lot. The sidewalk shall be placed four (4) feet back of the street curb line

and shall be constructed by the owner of the lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Bellevue.

13. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot, except that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by all owners of residential lots located in whole or in part within one hundred feet of the lot on which such dog house is to be placed. In any event, dog houses shall only be allowed at the rear of the building, concealed from public view; no dog runs or kennels of any sort shall be allowed.

14. No trailer, basement, tent, shack, garage, barn or other out-building 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.

15. The exposed foundation wall at the front of the residence shall be constructed of or faced with brick or stone. Side wall foundation facing any street must be constructed of or faced with brick, stone, simulated brick or stucco. Except as above provided, all exposed side and rear concrete block or masonry foundation walls must be painted. All driveways must be constructed of concrete, brick or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick or wood. The roof of all Improvements shall be covered with asphalt or wooden shingles.

16. Dwellings shall not be moved from outside of this subdivision to any lot within this subdivision.

17. All telephone, cable television, electric, power and any other service lines from property line to dwelling shall be underground.

18. A perpetual license and right is hereby reserved unto and granted to Sanitary and Improvement Distrit No. 147 of Sarpy County, Nebraska, and to the City of Bellevue, Nebraska, their respective employees, representatives, successors, assigns and the employees, and representatives of its successors or assigns, to enter upon said property to construct, reconstruct, repair, maintain, improve, and inspect each sewer, and to inspect sewage thereof or therein.

19. For the purposes of these restrictions, two story height, as hereinbefore mentioned in No. 2, shall when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s).

20. Unless otherwise specifically provided for herein, no building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, television antenna or dish, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and a plot plan showing the location of the structure or improvement have been submitted to HHC Limited Partnership, or its assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot; provided that HHC Limited Partnership specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned HHC Limited Partnership or its assigns, as required in these Covenants, shall be in writing. Failure of HHC Limited Partnership or its assigns, to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval, as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

21. These Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded.

DATED this 7 day of February, 1991.

HHC LIMITED PARTNERSHIP, A
Nebraska Limited Partnership,

ATTEST:

Wlan J. Asselt
Secretary

By [Signature]
President

Earl C. Tyner
Earl C. Tyner

Mary G. Tyner
Mary G. Tyner

Glenn A. Novotny
Glenn A. Novotny

Michele J. Novotny
Michele J. Novotny

Michael A. Dose
Michael A. Dose

Michelle E. Dose
Michelle E. Dose

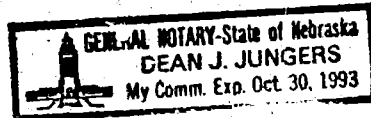
Richard F. Hosking
Richard F. Hosking

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 7 day of February, 1991, before me, the undersigned, a Notary Public in and for said County personally came Richard F. Hosking, President, and E. Dean Hascall, Secretary of Chapultepec Corp., General Partner of HHC Limited Partnership, to me personally known to be the President and Secretary and the identical persons whose names are affixed to the above Covenants, and acknowledged the execution thereof to be their voluntary act

and deed as such officers 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 Bellevue in said County the day and year last above written.

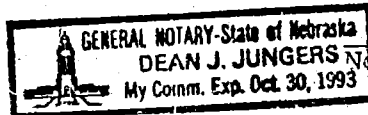


Dean Jungers
Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

On this 7 day of February, 1991, before me, the undersigned, a Notary Public in and for said County, personally came Earl C. Tyner and Mary G. Tyner, husband and wife, to me known to be the identical persons whose names are affixed to the above Covenants, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal at Bellevue in said County the day and year last above written.

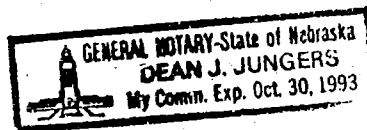


Dean Jungers
Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

On this 7 day of February, 1991, before me, the undersigned, a Notary Public in and for said County, personally came Glenn A. Novotny and Michele J. Novotny, husband and wife, to me known to be the identical persons whose names are affixed to the above Covenants, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal at Bellevue in said County the day and year last above written.

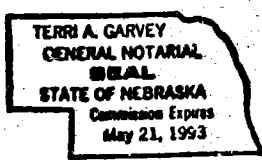


Dean Jungers
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 7 day of February, 1991, before me, the undersigned, a Notary Public in and for said County, personally came Michael A. Dose and Michelle E. Dose, husband and wife, to me known to be the identical persons whose names are affixed to the above Covenants, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal at Bellevue in said County the day and year last above written.

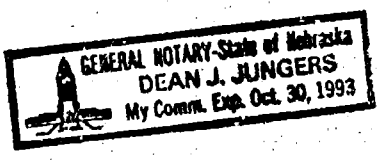


Terri A. Garvey
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 7 day of February, 1991, before me, the undersigned, a Notary Public in and for said County, personally came Richard F. Hosking, to me known to be the identical person whose name is affixed to the above Covenants, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal at Bellevue in said County the day and year last above written.



Dean Jungers
Notary Public