

PROTECTIVE COVENANTS

LOUIS A. McFARLING, widower and unmarried, and BLUE RIDGE LAND CO., a corporation

TO WHOM IT MAY CONCERN

On this 26 day of May, 1961, we, Louis A. McFarling, widower and unmarried, and Blue Ridge Land Co., a corporation, being the owners of the following described property, to-wit:

Lots 1 to 15, both inclusive, and lots 19 to 28, both inclusive, Lots 47 and 48, and Lots 86 to 90, both inclusive, in Blue Ridge, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

do hereby declare the following restrictive covenants on the above described property for the purpose of insuring its orderly development and for the general benefit of all subsequent owners.

1. These covenants are to run with the land and shall be binding on all parties and all persons occupying under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument, signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to secure damages.

3. Invalidities in any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

4. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or maintained on any lot other than one detached single-story building not to exceed two stories in height and a private garage for not more than two cars.

5. In any case, no dwelling shall be constructed on any lot described herein, having a ground floor area of less than 1000 square feet in the case of a one-story structure, nor less than 1000 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

6. No dwelling or garage shall be permitted on any lot described herein without the front exterior being either brick or stone or both.

7. No fences shall be erected, built, or constructed, more than four feet in height, and no fences shall be erected, built or constructed in the front yard.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or any person an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, including, but not limited to, tent, shack, garage, barn or other building shall be erected, placed or used, on any lot, at any time as a residence, or shall be temporarily or permanently.

31 day of May, 1961, at Omaha, Nebraska, Louis A. McFarling, and Blue Ridge Land Co.

WITNESSES:  
GRAVORS, BARNEY, ATTORNEY AT LAW  
OMAHA 2, NEBR.  
CHAS. E. HALL

28-150

- 11. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
- 12. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and four feet inside the curb.
- 13. 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.

IN WITNESS WHEREOF, Louis A. McFarling, widower and unmarried, and Blue Ridge Land Co., a corporation, have executed these Protective Covenants this day and year first above written.

Louis A. McFarling  
Louis A. McFarling

BLUE RIDGE LAND CO., a corporation,

BY: W. S. Masters  
W. S. Masters, President

Robert S. Masters  
Robert S. Masters, Secretary

STATE OF NEBRASKA ) ss.  
COUNTY OF DOUGLAS )

On this 23rd day of May, 1961, before me, the undersigned, a Notary Public in and for said County, personally came Louis A. McFarling, widower and unmarried, to my personal knowledge to be the identical person whose name is subscribed to the foregoing Protective Covenants and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal at Omaha in said County and State of Nebraska this 23rd day and year last above written.



W. S. Masters  
Notary Public

My commission expires February 23, 1963.

STATE OF NEBRASKA ) ss.  
COUNTY OF DOUGLAS )

On this 23rd day of May, 1961, before me, the undersigned, a Notary Public in and for said County, personally came W. S. Masters and Robert S. Masters, President and Secretary, respectively, of Blue Ridge Land Co., a corporation, to my personal knowledge to be the identical persons whose names are subscribed to the foregoing Protective Covenants and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said corporation.

W. S. Masters  
W. S. Masters, President

By commission expires February 23, 1963.  
Robert S. Masters  
Robert S. Masters, Secretary

