

28-667

PROTECTIVE COVENANTS

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

TO WHOM IT MAY CONCERN

On this 10 day of October, 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:

Lot A, Lots 16 through 18 inclusive, Lots 23 through 38 inclusive, Lots 127 through 137 inclusive, and Lots 140 through 158 inclusive, Lot 65, and Lot 93, 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 claiming 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 recover damages.
3. Invalidation of 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 permitted to remain on any lot other than one detached single-family dwelling 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 permitted on any lot described herein, having a ground floor square foot 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-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 may become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

Witness my hand and seal of office in Sarpy County, Nebraska, this 10th day of October, 1961, at Omaha, Nebraska, M. Esther Kael, County Clerk.

10-15-61

28-608

28-608

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 the 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 KANSAS }
COUNTY OF DOUGLAS } ss.

On this 10 day of October, 1961, before me, the undersigned, a Notary Public in and for said County, personally came Louis A. McFarling, widower and unmarried, to me personally known 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.



I, _____, Notary Public in and for said County and State, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my files and records.

C. M. McKella
Notary Public

My Commission expires Oct 23 1963.

STATE OF KANSAS }
COUNTY OF DOUGLAS } ss.

On this 10 day of October, 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 me personally known 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.



C. M. McKella
Notary Public

My Commission expires Oct 23 1963.

42-669

11. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and hereinafter Bell Telephone Company, their successors, and assigns, to erect and operate, maintain, repair and reset poles with the necessary supports, sustaining wires, cross-arms, 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 telegraph and telegraph and message service ever and upon a 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 addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires 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 easement ways.