

57-555

PROTECTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate until August 1, 2014 or for such longer period as may be expressly provided in this instrument.

Lots One (1) through Eight (8), Briwood Estates, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

1. If the present or future owner or owners of any said lots 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 of such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation or both.
2. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
3. Said lots shall be used only for single family residential purposes.
4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. 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, and provided that they are kept confined to the lot of their owner. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris, and all garbage and trash shall be kept in a closed receptacle while awaiting prompt removal. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the undersigned.
5. No building or fence, shall be erected or 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 Duane Menke and his 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. Any building constituting a single story residence shall contain no less than 1500 square feet of living area on the main floor; any two story residence shall contain no less than 1,000 square feet of living area on the main floor; any tri-level residence shall contain no less than 1800 total square feet of living area; provided, that Menck Corp. 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. Nothing contained in this paragraph or in Paragraph 6 shall be construed or interpreted to prohibit the construction of any building or improvement which is prohibited by the building restrictions contained in Paragraph 15 of these covenants.
6. The approval or disapproval of the undersigned, Duane Menke and his assigns, as required in these covenants, shall be in writing. Failure of Duane Menke and his assigns, to give written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such 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 Paragraph 5.
7. All garbage or trash cans outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

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Carl F. Hallock
REGISTER OF DEEDS
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8. Automobiles and other self-propelled vehicles parked out of doors upon any of the lots above described or upon the streets in said subdivision, must be in operating condition or else said vehicles may be towed away at the expense of the owners upon the request of any owner of any of the lots above described. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All boats, campers and trailers must be parked or stored no closer to the street than the existing dwelling on any lot. Neither the dedicated street right of way located between the pavement and the lot line of any residentially zoned lot nor any unimproved lot shall be used for the parking of any vehicle, boat, camper or trailer.

9. All incinerators or trash burners shall be inside a building and shall not be exposed to view from outside of such building.

10. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of a lot unless the resulting parcel shall contain at least as much square footage area as the smallest lot used in assembling the resulting parcel.

11. A perpetual license and easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, and all public utility companies now or hereafter operating within said subdivision, and their successors and assigns, as provided in the recorded plat of Briwood Estates.

12. A perpetual license and right is hereby reserved unto and granted to the developer and its assigns to the City of Bellevue, Nebraska, and their respective employees and representatives, successors and assigns and the respective employees and representatives of their successors and assigns, to enter upon the lots in said subdivision to construct, reconstruct, repair, maintain, improve and inspect each sewer, and to inspect the sewage thereof or therein.

13. Dwellings shall not be moved from outside of Briwood Estates to any other lot within said subdivision.

14. All telephone and electric power service lines from property line to dwelling shall be underground.

15. The following covenants in the nature of building restrictions shall apply to and bind all of the lots in said subdivision and, where applicable, all of the unplatted or other lands and areas within said subdivision:

A. The exposed front foundation wall (and also the wall facing the side street or corner lots) of all main residential structures must be constructed of or faced with brick or simulated brick, stone or stucco. An exposed side and rear concrete block masonry foundation walls must be painted. All driveways must be constructed of concrete, brick, asphalt or laid stone.

B. After final street grades and final building lot grades have been established and approved by the City of Bellevue, Nebraska, either at or about the time of the final platting of said subdivision or as soon thereafter as is reasonable practicable, the grade of each lot shall not be changed except (a) where such change of grade is required by the public health or the public safety or (b) where such change of grade is required to prevent an existing residence from being endangered, provided that insubstantial changes in grade may be made in conjunction with the construction of a residence so long as such changes of grade will not result in the removal of any existing living trees having a diameter of more than three (3) inches or of any substantial amounts of other existing vegetation. No change of grade permitted by this covenant shall be made until it has been approved in writing by the City Engineer of Bellevue, Nebraska, or such other official of the City of Bellevue, Nebraska, as the City Council of Bellevue, Nebraska, may designate.

C. All dirt from any basement excavation which is not to be used and which is not in fact used for backfilling forthwith shall be removed from said subdivision and shall not be deposited anywhere else in said subdivision.

D. After commencement thereof, all permitted construction on any lot shall be prosecuted to completion as diligently as practicable; and no permitted construction may be maintained on any lot for more than twelve (12) months uncompleted.

E. No excess or unused building material may be kept, stored or otherwise maintained on any other lot than for actual use commenced and coincident with permitted construction on such lot; and all such excess or unused building material shall be removed from such lot forthwith upon completion of such construction.

F. The covenants and restrictions contained in this Paragraph 15 shall run with the land and lots affected thereby permanently and perpetually and shall be binding upon the present and all future legal and beneficial owners and occupants of such land and lots; and such covenants may be enforced specifically from time to time in any court of competent jurisdiction by appropriate legal or equitable proceedings commenced by any present or future legal or beneficial owner or occupant of land in the subdivision.

Duane H. Menke

Patricia A. Menke

Duane H. Menke, August 3, 1984
Patricia A. Menke, August 3, 1984