

*Expired*

36-439

FILED FOR RECORD IN SARPY COUNTY, NEBR. *April 11 1966* AT 9<sup>30</sup> O'CLOCK A.M.  
AND RECORDED IN BOOK *36* OF *Map* PAGE *439* *Shirley Barker* REGISTER OF DEEDS 3 50

### 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.

The undersigned, being the owner of all of Lots 4 to 12 inclusive and Lots 15 to 24 inclusive in Cedar Island Acres, a subdivision in Sarpy County, Nebraska, are desirous of placing proper restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Lots 4 to 12 inclusive and Lots 15 to 24 inclusive in Cedar Island Acres for a period of 25 years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions and easements:

1. All lots shall be used for single family residential purposes.
2. In the case of a single family dwelling, no dwelling shall be permitted on any lot having a main floor square foot area of less than 1000 square feet. Main floor area shall be computed from gross outside dimensions of a single floor, exclusive of a garage, open porches, breezeways, basements and living floor area under or above other living floor areas. Two story dwellings shall have a minimum of 950 square feet main floor area and shall conform as above.
3. No dwelling will be constructed having exposed concrete block or poured cement on the front. The fronts shall be either brick or stone, minimum height to be at least to the bottom of living level windows. Two story dwellings shall have the entire first level either brick or stone on the front.
4. All dwellings will be set back 35 feet from the front lot line, and the side yards shall be a minimum of 8 feet.
5. Each dwelling must have an attached or basement garage.
6. Dwellings constructed or existing in another area or location shall not be moved to any lot in said addition.
7. No trailer, basement, shack, tent, garage, barn or other buildings may be erected for use as a residence, temporarily or permanently.
8. No animals, livestock or poultry of any kind shall be raised, or kept or bred, on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes and are confined to the owners lot.
9. Enforcement shall be by procedure 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.
10. Invalidation of any one 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.

In Witness whereof, the said owners have hereunto affixed their names this 7th day of April, 1966.

*Robert H. Veneck*  
Robert H. Veneck

*Jean G. Veneck*  
Jean G. Veneck

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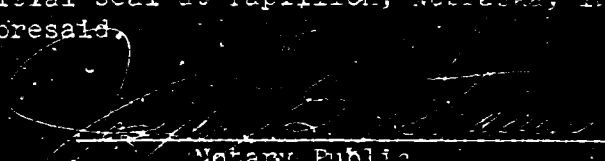
State of Nebraska

ss.

County of Sarpy

On this 7th day of April, 1966 before me the undersigned Notary Public, duly commissioned and qualified in and for the State of Nebraska, personally appeared Robert H. Veneck and Jean C. Veneck, husband and wife, owners of the within described property, and acknowledged the signing of said Restrictive Covenants to be their voluntary act and deed.

Witness my hand and official seal at Papillion, Nebraska, in said County the date last aforesaid.

  
Notary Public

My commission expires June 29, 1966.

