

44-411

PROTECTIVE COVENANTS AND RESTRICTIONS

for

CRESTVIEW HEIGHTS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

*expired  
case w/m*

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned are the owners of the following described lots in Crestview Heights, a subdivision in Sarpy County, Nebraska, and are desirous of placing proper restrictions on the said lots;

NOW THEREFORE, the following restrictions are hereby placed upon the following described lots in said subdivision:

PART B. AREA OF APPLICATION

B-1. All restrictions in Part C shall apply to Lots 5 through 11, inclusive, of Crestview Heights.

B-2. All restrictions numbered 5, 6, 7, 9, and 10 in Part C shall apply to Lot 4 of Crestview Heights.

PART C. RESTRICTIONS

C-1. No lot shall be used except for residential purposes.

C-2. 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, or two-family dwelling not to exceed two stories in height if permitted by applicable zoning ordinances as now existing or hereafter amended.

C-3. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, less than that prescribed in applicable zoning ordinances as now existing or hereinafter amended shall be permitted on any lot.

C-4. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 7 feet to the side line of any building plot. On a corner lot either side of the lot facing a street may be considered the front of the lot. Every part of a required yard shall be unobstructed from the ground upward, except for the ordinary projections of sills, belt courses, cornices, eaves and ornamental features. Provided, however, that none of the above-mentioned projections shall extend into any required yard more than twenty-four inches. No dwelling shall be erected or placed on any lot having less than 7,500 square feet. Whenever the appropriate governmental authority shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said authority shall automatically supersede these covenants as to such building plot.

C-5. 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.

C-6. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

C-7. Dwellings shall not be moved from outside of Crestview Heights subdivision to any lot within this subdivision.

C-8. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion

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of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

C-9. 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.

C-10. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

PART D. GENERAL PROVISIONS APPLYING TO ALL LOTS LISTED UNDER PART B

D-1. ARCHITECTURAL CONTROL

No building, television antenna or radio antenna shall be erected, placed, or altered on any building plot until the construction plans and specifications and a plan showing the location of the structure or improvement has been approved by the undersigned N. P. Dodge Company or its assigns as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation; provided that N. P. Dodge Company specifically reserves the right to deny permission to construct any type of structure which it determines will not conform to its master plan for development of the subdivision.

The approval or disapproval of the undersigned N. P. Dodge Company or its assigns as required in these covenants shall be in writing. Failure of N. P. Dodge Company or 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.

D-2. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to install, lay, construct, renew, operate and maintain conduits, cables, poles and wires overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with electric and telephone service under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of all said lots described in Part B-1. Said side boundary line easements are granted upon the specific condition that if both of said utility companies fail to install, lay, or construct conduits, cables, poles or wires along any of said side boundary lines within thirty-six (36) months of date hereof or any of said equipment is constructed but thereafter removed without replacement within sixty (60) days of its removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein reserved.

D-3. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded.

D-4. 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.

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D-5. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, N. P. DODGE COMPANY has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by R. H. Abernathy, Jr., its Vice President, and Lawrence Pazol, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 24th day of August, 1971.

N. P. DODGE COMPANY

By R. H. Abernathy, Jr.  
R. H. Abernathy, Jr.  
Vice President

Attest:

Lawrence Pazol  
Lawrence Pazol  
Secretary

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DOUGLAS )

On this 24th day of August, 1971, before me, the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared R. H. Abernathy, Jr., and Lawrence Pazol, who are personally known to me to be the Vice President and Secretary, respectively, of the N. P. Dodge Company and they severally acknowledge their signatures to be their voluntary act for themselves and as officers of the above named corporation, and that the corporate seal of said corporation has been affixed thereto by its authority.

Witness my hand and notarial seal on the day and year last above written.



Glenn Lewis Bush  
Notary Public

My commission expires:  
March 23, 1975