

45-196

CITTAS 1ST ADDITION
RESTRICTIVE COVENENTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any of the following described real estate until January 1, 2000:

Lots 1 through 89, inclusive, in Citta's 1st, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person 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 such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. In validation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Lots 1 through 89 shall be used for only single-family purposes and for accessory structures incidental to residential use, for park, recreational, church or school purposes.

B. No noxious or offensive trade or activity shall be carried upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

D. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables or conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other electric and telephone utility facilities, and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of the 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 cables, conduits or poles 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 said line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings trees, retaining walls or loose rock walls shall be placed in the said easementways 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 granted herein.

E. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof. No sidewalks need to be built along 25th. Street or Cedar Island Road.

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PAGE 196 Carl L. Hildebrand REGISTER OF DEEDS, SARPY COUNTY NEB. 28-25

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F. The following building restrictions shall apply to the following lots:

(1) Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive or open porches, breezeways and garages: 1000 square feet on the ground floor for a one-story house; 1000 sq. ft. throughout the house for a bi-level, tri-level, split-level, split-entry, 1-1/2 story or taller house but the foundation wall must enclose an inside ground area of not less than 800 square feet.

(2) Where lots are improved with single-family dwellings, the following shall apply: Minimum area of building plot: 7500 square feet. Minimum front yard: 35 ft. Minimum side yard for main residential structure: 5 feet, except where applicable zoning may require a greater size yard.

G. Notwithstanding the provision of Paragraphs No. A and No. F, the restrictive provisions for lot use, lot area, side yards, and front yard shall automatically be amended as to any lot for which the proper administrative or governing body of the City of Bellevue shall determine and permit a lesser area or distance or a different use either by means of rezoning or the granting of waivers or special use permits.

H. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the undersigned as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor. The restrictions of this paragraph shall terminate January 1, 1975.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants, this 24th day of April, 1972.

Attest: Florence Citta
Secretary

By: H. Citta Gindy Inc.
President

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY.)

On the day and year last-above written before me, the undersigned, a Notary Public in and for said County, personally came Harold Citta, President of Gindy Incorporated, to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be this voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last-above written.

James J. Kuntz
Notary Public
Seal