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STATEMENT OF RESTRICTIONS AND COVENANTS

WHEREAS, David Mossman and F. W. Beeler, hereinafter called "Owners", are the owners of the real estate described hereafter and referred to as Parcel A; and

WHEREAS, Owners desire to place certain restrictions and covenants on the use of said Parcel A; and

WHEREAS, Owners desire and intend that said restrictions and covenants shall be for the benefit of the owners of certain properties located in the general vicinity of Parcel A;

NOW, THEREFORE, David Mossman and F. W. Beeler, jointly and individually, do hereby covenant and agree that the covenants, conditions, reservations and restrictions hereinafter set forth:

1. Shall apply to Parcel A which is legally described as:

A tract of land located in the Northeast Quarter of the Northeast Quarter of Section 30, Township 15 North, Range 12, East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of Section 30; thence North 90° 00' 00" West, (assumed bearing) along the North line of said Section 30, a distance of 743.60'; thence South 00° 21' 54" West, a distance of 50.0' to the point of beginning; thence continuing South 00° 21' 54" West, a distance of 260.15'; thence North 89° 57' 04" East, a distance of 295.43'; thence South 00° 17' 18" West, a distance of 351.04'; thence North 89° 58' 52" West, a distance of 872.23'; thence North 00° 23' 35" East, a distance of 610.65'; thence North 90° 00' 00" East, a distance of 576.04' to the point of beginning. Said tract of land contains an area of 455,629 square feet, more or less,

and shall bind the present owners of Parcel A, their respective successors in interest, and shall be construed as restrictive covenants running with the title to said Parcel A;

2. Are made for the benefit of any and all persons who may now own, or who may hereafter own, the specific lots and parcels of property set forth hereafter, to-wit:

That part of Section 19, Township 15 North, Range 12, East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at a point 33 feet West of the Southeast corner of said Section 19, thence North 1218.0 feet along a line 33 feet West and parallel to the East line of said Section 19, thence South 89°40'30" West 25.0 feet, thence South 35°41'30" West 1388.36 feet, thence South 128.0 feet to a point on the South line of said Section 19, thence North 89°40'30" East 835.0 feet along the South line of said Section 19 to the point of beginning, except that portion of said parcel dedicated to the City of Omaha for street right-of-way purposes; and the following lots located in Deer Ridge, an Addition to the City of Omaha, Douglas County, Nebraska, to-wit:

Lots 1, 3, 5, 94, 198, 250, 251, 252, 253, 254, 258; 294, 312, 344, 345, 346, 347, 348, 349, and 350, Deer Ridge, an Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

Such persons are specifically given the right to enforce the restrictions and covenants by injunction or other lawful procedure, and to recover damages resulting from any violation thereof;

3. Shall be binding for a period of ten (10) years from date hereof, or until March 31, 1983, whichever date shall occur sooner;

4. Shall be recorded by the Owners in the office of the Register of Deeds of Douglas County, Nebraska.

The owners further agree that the use and occupancy of Parcel A as described above, shall be subject to the following:

1. The portion of Parcel A now occupied by M N F Corporation, doing business as Boardwalk Pharmacy, as lessee, shall be used as a general drug store and pharmacy including a postal station and similar related uses and for no other use, provided however, that said premises are rezoned to First Commercial classification by the City Council of the City of Omaha pursuant to an application for micro zoning described as Planning Board Case No. C10-73-12.

2. The remaining portion of Parcel A which is not occupied by the Boardwalk Pharmacy shall be used in accordance with the applicable ordinances and laws governing 9th Residential and First Parking zoning classifications now applicable to said property and said zoning classifications shall not be changed or altered during the term of this covenant. Further, the owners agree not to make application for rezoning, nor to make any attempt by any means whatsoever to change, alter or vary the zoning of the balance of Parcel A, provided however, that this covenant shall not restrict the presentation of an application to rezone an additional portion of Parcel A to permit the expansion of the drug store up to an additional 50 per cent of its present size, provided further, that the additional area, if rezoned, shall be used as a general drug store and pharmacy including a postal station and for no other use.

3. The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of such restrictions at the time of its violation shall in no event affect any of the other restrictions or covenants nor be deemed a waiver of the right to enforce the same thereafter.

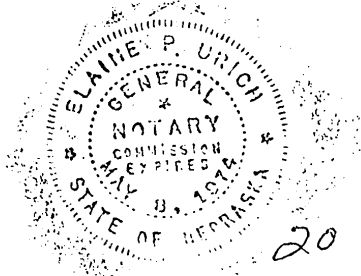
IN WITNESS WHEREOF, we have executed this statement of restrictions and covenants this 8 day of March, 1973.

David Moss  
David Moss

F. W. Beefer  
F. W. Beefer

STATE OF NEBRASKA )  
                           ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 8th day of March, 1973.



Elaine P. Ulrich  
Notary Public.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
29 DAY OF Sept 19 75 AT 2:56 P M. C. HAROLD OSTLER, REGISTER OF DEEDS 1150