

53-561

DECLARATION OF
COVENANTS AND RESTRICTIONS

This Declaration made this second day of September, 1980, by Robert K. Corn, hereinafter referred to as the "Developer" and/or the "Architectural Committee";

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

Lots One (1) through Twenty-nine (29), inclusive, in Glenwood Hills, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

If the present or future owners of any of said lots or their grantees, heirs or assigns 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 such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation or any of these covenants by judgment or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

A. (1) Said lots shall be used only for multiple family residential purposes and for accessory structures incidental to such residential use or for a church or for schools. No buildings shall be erected, placed, used or permitted to remain on any lot other than on detached multiple-family dwelling not to exceed two and one-half stories in height and accessory buildings necessary for the keeping of animals permitted herein.

(2) Lots 11, 12 and 14 are excepted from the provisions of Section A. (1) above and will be used, pursuant to Section 407.04 (10) of the Papillion City Zoning Regulations, as a professional office site.

B. 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. All lots shall be kept free of trash and debris and weeds shall be kept cut to a height of no more than twelve inches above the ground.

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, and before any building shall be occupied as a residence, the entire building must be substantially completed and the exterior must be fully completed. Upon the commencement of construction in any event, the building must be completed within nine (9) months thereafter.

D. No animals, livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats or other household pets are permitted provided they are not kept, bred or maintained for any commercial purpose, provided further, that horses or ponies not exceeding two (2) in number shall be permitted upon any one (1) lot.

E. No dwelling (single-family unit) shall be permitted on any lot described herein having a square foot area of less than 800 square feet of living area per unit. The computation of living area shall be exclusive of porches, breezeways and garages.

F. Each single-family unit shall have use of at least a single-car garage, attached or detached.

G. No form of plain concrete block shall be allowed for facing on the front of any dwelling. All facing shall be decorative block, wood, stone or brick.

H. No fence of any type shall be constructed on the front Thirty (30) feet of any lot. Side yard and rear yard fences must have Architectural Committee approval.

I. No building shall be located on any lot nearer than thirty (30) feet to the front or rear lot lines. No building shall be located nearer than ten (10) feet to the side lot lines except on a street side lot line which shall be no closer than fifteen (15) feet.

RECORDED 9-2-80 AT 4:30 P.M. IN BOOK 53, PAGE 1625
561 Carl S. Hibbard
sect 06828
REGISTER OF DEEDS, SARPY COUNTY, NEB.

J. 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 and renew cables, conduits, and poles with the necessary supports, sustaining wires, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, and upon a five (5) foot strip of land adjoining the rear and side boundary line of said lots in said Subdivision; said license being granted for the use and benefit of all present and future owners of lots in said Subdivision; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement-ways.

K. The following prohibitions shall be observed on all lots:

1. No dwelling constructed on another Addition or location shall be moved to any lot within this Subdivision.
2. No fuel tanks on the outside of any house shall be exposed to view.
3. No garage or other outbuilding shall be erected on any lot for dwelling purposes before the residence thereon is constructed.
4. All accessory buildings shall have a useful purpose and if used for the shelter of animals shall not exceed the necessary size for such shelter and the design for such accessory buildings shall be harmonious and compatible with both the Subdivision and with the main structure.
5. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and the storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than 30 days.

GENERAL PROVISIONS

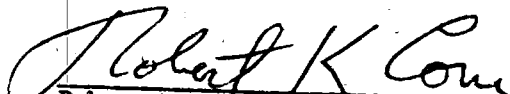
1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. For a period of five years from the date of the recording of this agreement, no building shall be erected, constructed, altered, placed or permitted to remain on any lot in said subdivision herein described until the plans and specifications have been approved in writing by Developer, Robert K. Corn.
3. Enforcement shall be 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.
4. 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 undersigned, being the owner of all of said real estate, have caused these presents to be duly executed this 2nd day of September, 1980.

CORN DEVELOPMENT CO.


Robert K. Corn, Owner

PAPIO INVESTMENTS, INC.


Robert K. Corn, President
PAPIO INVESTMENTS, INC.



52-5615

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

On this day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came Robert K. Corn, Owner, Corn Development Co., and Robert K. Corn, President Papio Investments, Inc. a Nebraska Corporation, to me personally known to be the owners and the identical person whose name is affixed to the above Protective Covenants and Restrictions and acknowledges the execution thereof to be his voluntary act and deed as such owner and the voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



HAROLD R. YOUNG, JR.
GENERAL NOTARY, State of Neb.
My Commission Expires
February 7, 1951

Harold R. Young, Jr.

Notary Public