

70-401-A

PROTECTIVE COVENANTS FOR GREENBRIER BOOK 489 PAGE 449

Lots 53 thru 72

These 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 until December 31, 1999.

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 violations.

Invalidation of any 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. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, stable, and other out-buildings incidental to residential uses.

3. No structures shall be erected, or placed on any building plot which has an area of less than twenty one thousand (21,000) Square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot". Because of the unusual nature of these lots, a plot-plan of the proposed location of the house and any other structures to be built shall be submitted to the undersigned for his approval preliminary to the commencement of construction. This plan shall show side yards, setbacks, original grades, final grades, sidewalks and driveways.

4. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building 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.

6. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

7. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes:

1500 square feet for one-story or split-level dwellings,

1300 square feet for one and one-half level dwellings.

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars.

8. No horse stable shall be erected for less than two horses or more than four. It shall not be higher than one story nor have less than the minimum of two hundred fifty (250) square feet. The same construction specifications shall apply to stables as to main residential structures. (See No. 6).

9. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

10. If construction of the main residential structure on any lot is not commenced within one year from date on the face of the original deed from the undersigned or if such construction is not fully completed within eighteen months from said date, then in either case the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of the option right. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assignees, to go on, over, or under a five foot strip of land along all rear and side lines of all lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

In WITNESS WHEREOF, the undersignees, being the owners of all said real estate, have caused these presents to be duly executed this 5th day of May, 1970.

GREENBRIER

Frank R. Krejci
Frank R. Krejci

Judith K. Krejci
Judith K. Krejci

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MAIL
Greenbrier
Hill
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Completed
Fee
70-70-401-A

Register of Deeds
D. Harold Ostru

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THE STATE OF NEBRASKA
Douglas County
Entered in Numerical Index and Rec-
ord in the office of the Register of
Deeds of said County and recorded in

CHANCELLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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1970

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