

28-6-1

RESTRICTIVE COVENANTS

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 part of the following described real estate until January 1, 1962.

Lots #1 through #146, both inclusive, in Nob Hill, a subdivision in Sarpy County, Nebraska.

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 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. Said lots shall be used only for single-family residential purposes and for accessory structures incidental to residential use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than 10,000 square feet. No building shall be located on any plot nearer than 35 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than 6 feet to any side line of any building plot.

C. 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.

D. 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.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 900 square feet for a one-story structure nor less than 650 square feet for a one-and-one-half story or taller structure, except in the case of split entrance type of construction wherein a portion of the ground floor area is below grade or in the basement in which event 750 square feet must be the minimum ground floor area and 150 square feet the minimum in the basement.

F. 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 poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric

Recorded in Numerical Index as 1 Recorded in the Register of Deeds office in Sarpy County, Nebraska on the 2nd day of Oct. 1961 at 3:30 PM by Esther Ruff, County Clerk. 4 35

current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said 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 poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

C. 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, with the outside sidewalk edge to be located five feet back of street curb line. Such sidewalk shall be constructed by the then owner at time of completion of the main residential structure.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 20th day of September, 1961.

CORNHUSKER HOMES CO.



W. J. Delmonico Assistant Secretary by: Don Decker President

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came Don Decker, President of Cornhusker Homes Co., to me personally known to be the President and the identical person whose name is affixed to the above Covenants, and acknowledged the execution thereof to be his 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.



L. F. Hesse
Notary Public