

53-638

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of the following described properties, do hereby impose these covenants on said properties, which 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, 2005:

Lots 4, 5 and 6 in Offutt Towers, a Subdivision as surveyed, platted and recorded, Sarpy County, Nebraska, and Lots 7, 8 and 9 and the North 124 feet of Lot 3, in Offutt Towers Replat, a Subdivision in Sarpy County, Nebraska.

1. If any present or future owner, or user or occupant of any of said properties 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 proceedings at law or in equity against the person violating or attempting to violate any such covenant and either to prevent him from so doing or to recover damages for such violation.

2. Invalidation of any of these covenants by judgment, decree or order of any competent Court shall in no way affect any of the other provisions. The undersigned owners reserve the exclusive right to modify, alter or waive these covenants by means of a written, recorded instrument as to any parcel of land included within the above-described property, in cases where it appears necessary or advisable because of unusual circumstances or to prevent hardship. Said owners also reserve the right to select another person, firm or entity as their designee to carry out their rights under the terms of this document, by means of a recorded written instrument.

3. Said property shall be used only for residential purposes, in accordance with appropriate zoning regulations.

4. Prior to the construction of any structure on any of the above-described property, the owner thereof shall first submit the plans for such structure to the said owners, or their designee, and secure from said owners, or their designee, written approval thereof. Such plans shall include site plans showing the location of the structure or structures contemplated. Such plans shall include at least four exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan and site lines. Within thirty (30) days after receipt of such plans, the undersigned owners, or their designee, shall notify the owner submitting such plans, in writing, of the approval or disapproval of the same, with reasons therefore if disapproved. If the undersigned owners, or their designee, shall fail to so notify such owner within such thirty (30) day period, then such plans shall be deemed approved. Such plans will not be returned to the owner.

5. No mobile home, trailer, basement, garage, barn or other out building shall be used as a residence, either temporarily or permanently, on the subject property.

6. All electrical power and telephone service lines shall be buried underground.

7. All structures commenced on such property shall be completed within one year after excavation for the footings for such structures.

8. No trailers, boats, recreational vehicles or commercial vehicles shall be parked or stored on the subject property except in enclosed garages.

FILED FOR RECORD 10-6-80 AT 2:45 P.M. IN BOOK 53 OF Miss Hess.
PAGE 638 Carl L. Hillebrand REGISTER OF DEEDS SARPY COUNTY NEB 10/75

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9. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, Metropolitan Utilities District, and any other supplier of electrical power, natural gas, water or other utilities, and to any Sanitary and Improvement District of which the property may at any time form a part, their respective successors and assigns, to erect, operate, maintain, repair, replace and renew buried or underground sewers, water mains, gas mains, cables, conduits, electrical and telephone utility facilities for the carrying and transmission of water, sewage, gas, electric current for light, heat and power and for all telephone, telegraph and message service, over, under, through and upon a _____ () foot strip of land adjoining (1) the East boundary lines of the properties described as the North 124 feet of Lot 3 in Offutt Towers Replat, and Lot 4 in Offutt Towers, (2) the West boundary lines of Lots 5 and 6 in said Offutt Towers and Lots 7 and 8 in said Offutt Towers Replat, and (3) the South boundary lines of Lots 8 and 9 in said Offutt Towers Replat. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in said easement ways or in the easement ways hereinafter granted, but the same may be used for landscaping or other purposes that do not then or later interfere with the use or rights granted herein. A perpetual easement is also hereby granted to Northwestern Bell Telephone Company and Omaha Public Power District and their respective successors in interest, to construct, maintain, operate, repair and remove underground wiring for the carrying and transmission of electric current for lights, heat, power and for all telephone, telegraph and other message purposes on, above, under and across a strip of land ten (10) feet in width running from the electric service entrance of any residential structure, when constructed upon a buildable parcel, and continuing from such service entrance on a straight line to the property line of said buildable parcel where connection is to be made to the appropriate service lines involved.

10. No provision contained herein shall in any way be construed as imposing upon the undersigned owners, or their designee, or their successors in interest, any liability, obligation or requirement for enforcement.

11. The owners of vacant portions of the subject property shall be responsible for maintaining an attractive appearance thereof, including the cutting and mowing of weeds. In the event any property owner shall fail to so maintain his property at reasonable intervals, the undersigned owners, or their designee, may do so and such owner may be billed at a reasonable hourly rate, not less than \$15.00 per hour, for such work.

12. No automobile, motorcycle, truck or other vehicle shall be repaired or dismantled upon any of the subject property, except within an enclosed structure.

13. These covenants are in pursuance of a general plan of improvement and development and shall bind and inure to the benefit of and be a burden upon the present and future owners of the property hereinabove described, and shall run with the land.

30th IN WITNESS WHEREOF, these Protective Covenants have been executed this day of September, 1980.

Wallace Hopkins
Wallace Hopkins

Marie A. Hopkins
Marie A. Hopkins

Richard H. Cordes
Richard H. Cordes

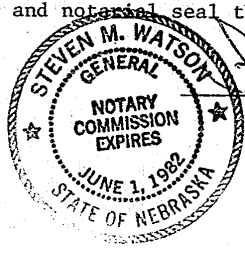
Paul A. Rauth
Paul A. Rauth

Martha A. Rauth
Martha A. Rauth

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came RICHARD H. CORDES, a single person, to me personally known to be the person who executed the above Purchase Agreement, and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.



Steven M. Watson
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came WALLACE HOPKINS and MARIE A. HOPKINS, husband and wife, to me personally known to be the persons who executed the above Purchase Agreement, and they and each of them acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

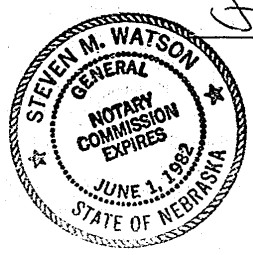


Steven M. Watson
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a notary public, personally came PAUL A. RAUTH and MARTHA A. RAUTH, husband and wife, to me personally known to be the persons who executed the above Purchase Agreement, and they and each of them acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.



Steven M. Watson
Notary Public