

53-25

RESTRICTIVE COVENANTS

The undersigned hereby declare 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, 2010:

Lots One (1) through One Hundred Fifty-five (155), both inclusive, in Overland Hills III a subdivison 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 covenants and either 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 hereof, which shall remain in full force and effect.

- A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes.
- B. 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.
- C. No trailer, basement, tent, shack, garage, barn or other outbuildings 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. Once construction of a dwelling has been commenced, outside framing of same must be completed within nine (9) months thereafter, No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

FILED FOR RECORD 1-9-80 AT 8:05 P.M. IN BOOK 53 OF Miss Beech  
 PAGE 25 Carl L. Hebbeler REGISTER OF DEEDS, SARPY COUNTY, NEB. 44-75

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- D. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets, outside trash containers are prohibited unless enclosed in a fully fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yard building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated, and no outside repair of any automobile will be permitted.
- E. Portland concrete public sidewalks, four feet wide by 3½ inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four feet back of the street curb line, and shall be completed before occupancy or use of the main structure.
- F. The applicable zoning ordinances of the City of Papillion shall determine the minimum square footage requirements for buildings.
- G. The applicable zoning ordinances of the City of Papillion shall determine minimum area of building plot and minimum front, side and rear yards.

IN WITNESS WHEREOF, Charles G. Smith, General Partner for West Lincoln Properties, Ltd., being the owner of all said real estate, has executed these covenants this 31st day of December, 1979.

WEST LINCOLN PROPERTIES, LTD.  
 By *Charles G. Smith*  
 General Partner

STATE OF NEBRASKA )  
 ) ss  
 COUNTY OF SARPY )

On the day and year last above written, before me, the undersigned, a Notary Public, in and for said County, personally came CHARLES G. SMITH, to me personally known to be the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of the partnership.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

*L. B. [Signature]*  
 Notary Public

My Commission Expires:  
August 12, 1980