

25-365

PROTECTIVE COVENANTS

LOUIS A. McFARLING and NORMA L. McFARLING, husband and wife
TO WHOM IT MAY CONCERN

On this 19 day of September, 1959 we, Louis A. McFarling and Norma L. McFarling, husband and wife, being the owners of the following described property, to-wit:

Lots 13 to 20, both inclusive, in Pleasant Ridge, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

do hereby declare the following restrictive covenants on the above described property for the purpose of insuring its orderly development and for the general benefit of all subsequent owners.

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. Enforcement shall be by 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.

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

4. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

5. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1000 square feet; in the case of a one-story structure, nor less than 1000 square feet; in the case of a one and one-half or two-story structure, exclusive of porches and garages.

6. No dwelling or garage shall be permitted on any lot described herein without the front exterior being either brick or stone or both.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

9. No structure of a temporary character trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

10. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

11. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and four feet inside the curb.

Entered in the Official Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska

22 day Sept. 1959 L.A.M. Esther Ruff, County Clerk 2

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12. 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 purpose.

IN WITNESS WHEREOF, Louis A. McFarling and Norma L. McFarling have executed these Protective Covenants the day and year first above written.

Louis A. McFarling
Louis A. McFarling

Norma L. McFarling
Norma L. McFarling

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss

On this 19 day of September, 1959, before me, the undersigned a Notary Public in and for said County, personally came Louis A. McFarling and Norma L. McFarling, husband and wife, to me personally known to be the identical persons whose names are subscribed to the foregoing Protective Covenants and acknowledged the execution thereof to be their voluntary act and deed.

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

C. M. Della
NOTARY PUBLIC



Commission expires 8/23/1963