

51-504

FILED FOR RECORD 8-2-78 AT 11:00 A. M. IN BOOK 51 OF *Misc. Rec.*
PAGE# 504 *Paul S. Hill* REGISTER OF DEEDS, SARPY COUNTY, NEB. 25, 50

PROTECTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate, to-wit:

Lots 25 to 48, both inclusive; Lots 58 through 61, both inclusive; Lot 68; Lots 75 through 80, both inclusive; and Lots 83 through 86, both inclusive, ~~in~~ *lots 94 thro 96* Sarpy Heights, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska. *BJO*

The undersigned being the owners of all the above lots in Sarpy Heights, a Subdivision in Sarpy County, Nebraska, and desirous of placing proper restrictions on said lots in said subdivision and, therefore, the following restrictions are hereby placed upon all Sarpy Heights, a subdivision, for a period of twenty-five years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions and restrictions:

1. All lots with residential zoning within said Subdivision shall be used for residential purposes and there can be constructed only one, single family dwelling, together with a private garage and a private dog kennel for not more than three (3) dogs.
2. Any subdivision of any lot shall leave no tract of land of less than 40,000 square feet and any subdivision line shall thereafter be considered a lot line

See # 07172

for purposes of these covenants.

3. The minimum set back line for the dwelling excluding steps and open porches shall be as follows:

- A. Front, 50 feet
- B. Sides, 25 feet
- C. Rear, 50 Feet

4. The garage, if detached, and kennel shall be located so that they are not closer than 15 feet to the rear and side property lines and so that they do not project forward of the rear side of the dwelling.

5. Any fences constructed within said subdivision shall be no more than six feet high to the rear of the dwelling on such lot and no more than four feet high to the front of the dwelling on each lot.

6. A. If a one-floor dwelling is constructed, it must have a finished living area of not less than 1400 square feet and a ground floor area of not less than 1800 square feet, which may include the area of the garage.

B. If a multi-level dwelling is constructed, it must have a finished living area of not less than 1800 square feet and a ground floor area of not less than 1800 square feet which may include the area of a garage if attached.

7. An easement is hereby reserved across and upon or under a 3 foot strip of land adjoining the rear and side boundary lines of each lot in the subdivision for utilities installation and maintenance, PROVIDED, that if construction of utilities is not commenced on easement reserved herein along the said lot lines within 36 months from the date of these covenants, then said side line easement shall

automatically terminate and become void as to such unused or abandoned easementways. All the utilities must be installed under ground.

8. All exposed foundation or basement walls shall be of brick or stone.

9. No noxious or offensive trades shall be carried on upon this property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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

11. Dwellings constructed in another subdivision or location shall not be moved to any lot in this subdivision.

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 that they are not kept, bred or maintained for any commercial purposes.

13. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles, or parts thereof, shall be stored on any lot in the subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

14. These covenants shall run with the land and shall be binding upon all parties and 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 period 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.

15. 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.

16. 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.

17. All dwellings in the Subdivision must be connected to the existing water system. No private wells except irrigation wells, may be installed within the boundaries of said subdivision.

COMPUTER DEVELOPMENT AND INVESTMENT, INC.,

By Bernard J. Ortmeier
President

ATTEST:


Ronald M. Ortmeier
Secretary

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STATE OF NEBRASKA)
)
COUNTY OF SARPY/) ss.
Dodge

On this 31st day of July, 1978, before me
a Notary Public in and for said County, Personally came
Bernard J. Ortmeier, president of Commuter Development
and Investment, Inc., and Donald W. Ortmeier, Secretary,
and they acknowledged the execution of the foregoing instrument,
to be their voluntary act and deed and the voluntary act
and deed of the said Corporation.

WITNESS my hand and Notarial Seal the date last.

 GENERAL NOTARY - State of Nebraska
SHIRLEY R. ANGERMUND
My Comm. Exp. Jan. 4, 1982

Shirley R. Angermund
Notary Public