

PROTECTIVE COVENANTS

SOUTHAMPTON, A SUBDIVISION OF SARPY CO.

RECORDED:

TO WHOM IT MAY CONCERN:

The undersigned, Sarpy Development Corp., a Nebraska Corporation, hereinafter called, "Sarpy Dev.", being the owner of all of Lots six (6) through seventy-two (72), inclusive, Southampton, all surveyed platted and recorded in Sarpy County, Nebraska, does hereby make, declare and publish that the said lots referred to are and shall be owned, conveyed and held under subject to the following conditions and restrictions, for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots, to-wit:

1. All of said lots above described, now and in the future, shall be used only for single family residential lots, and not more than one single family dwelling with garages shall be erected, altered, placed or permitted to remain on any one of said lots and such dwelling shall not exceed two and one-half (2½) stories in height together with a private garage, attached breezeways and other out buildings incidental to residential use, provided, however that it shall be permissible to use an area greater than one lot as the site for one said residential building together with private garages, attached breezeways and other out buildings incidental to residential use. The term "Lot" as used herein, shall mean a lot as now platted, the total width of which at the front line shall not be less than the width of the front lot line of either of the lots comprising a part of such parcel. All homes must have two (2) car garages. Sarpy Dev. reserves the right to waive this requirement in the event that it can be shown that the size of the lot will not accommodate a house meeting the requirements of these covenants with a two (2) car garage.

2. No single family dwelling shall be erected or placed on any lot which has an area of less than Seventy-two Hundred (7200) square feet. No such building shall be located on any of said

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lots nearer than Thirty (30) feet to the front lot line of any lot nor shall any such dwelling, except a detached garage, be located nearer than Seven (7) feet from any sideline of any lot. On corner lots used for single family dwellings, the lot side which the dwelling faces, shall comply with the above front yard requirements, and the other street-side yard shall be not less than Fifteen (15) feet.

If a detached garage is built on any single family dwelling lot, the garage shall be placed not nearer than five feet from the rear ~~or~~ side lot line, exclusive of eaves, except on corner lots in which case the garage shall be placed not nearer than 15 feet to side lot line, adjacent to the street.

For the purposes of this paragraph, eaves, fireplace chimneys, steps and open porches shall not be considered as a part of a dwelling, provided, however, that no part of any structure shall be permitted to encroach upon or hang over a lot owned by a person other than the owner of the lot on which such building is located. In the event that the Board of Appeals or other appropriate governmental authority, permits a lesser lot area or front or side yard for any lot then the above restrictions as to such lot shall be automatically superseded by the action of said Board of Appeals or other appropriate governmental authority.

3. All homes shall meet the following provisions, to-wit: The ground floor enclosed area of every single floor dwelling, including but not limited to, ranch, split-entry, step-up and raised ranch homes, exclusive of open porches, open breezeways, basements and garages, shall not be less than One Thousand Two Hundred (1200) square feet. The ground floor enclosed area of any two (2) story or one and one-half (1½) story homes, including multi-level, exclusive of open porches, open breezeways, basements and garages shall not be less than Eight Hundred (800) square feet with a total enclosed area of not less than Fifteen Hundred (1500) square feet.

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

shall be used or maintained as a dumping ground or place for junk vehicles, rubbish, trash, garbage or other waste. All incinerators, containers and equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition. All weeds shall be kept cut to a height of not more than 24 inches above the ground.

5. No trailer, basement, excavation, tent, shack, garage barn or other outbuilding shall at any time be used as a residence, either temporarily or permanently. Dwellings constructed in another addition or location shall not be moved to any lot within this subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a maximum of two (2) adult dogs, cats or other household pets may be kept, provided they are not kept bred or maintained for any commercial purpose. No fence shall be erected or permitted to remain on any lot in front of the dwelling. Fences constructed to the side or rear of the dwelling may not exceed 60 inches above ground level, except patio privacy fences which may not exceed 72 inches above ground level.

6. Public concrete sidewalks, four (4) feet wide and four (4) inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof. All exposed foundations of homes constructed on said lots shall be painted in such color of the house so constructed. All exposed foundations on the front of the dwelling shall be covered with brick, adobe brick, or stone, if such exposed foundation exceeds a height of 24 inches above ground level.

7. All plumbing, electrical wiring, telephone services, or any other service connecting the house constructed on the premises to any public utility service shall be placed and located underground. No fuel tanks on the outside of any building shall be exposed to view.

8. All dwellings constructed must, in any event have the exterior enclosed and completed, including roof, trim, paint, exterior masonry, driveway and sidewalks within one year from commencement of construction.

Any accessory buildings or additions to previously constructed dwellings must be so completed externally within 6 months from commencement of construction.

No garage or other outbuilding shall be erected on any lot for dwelling purposes before the residence thereon is constructed. No unused building material shall be left exposed on any lot except during actual building operations.

All accessory buildings shall have a useful purpose and if used for the shelter of animals shall not exceed the necessary size for such shelter and the design for such accessory buildings and additions to existing dwellings shall be harmonious and compatible with both the Subdivision and with the main structure.

The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage.

9. EASEMENTS: Easements pertaining to all lots shall be as recorded at the Sarpy County Recorder of Deeds.

10. The provisions herein contained shall be binding upon, inure to the benefit of and apply to the undersigned, their respective successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots until January 1, 1990, at which time said provisions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their respective successors and assigns, or their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent or restrain such violation, to recover damages therefor, and to have such other relief and remedies as law or equity may allow.

11. The provisions herein contained are in pursuance of a general plan of improvement and development: each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision. Sarpy Dev. reserves and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots in cases where, in Sarpy Dev's discretion, Sarpy Dev. deems such modification or waiver to be necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by Sarpy Dev.

12. All rights, powers and privileges herein reserved by or vested in Sarpy Dev. shall in all respects inure and apply to Sarpy Dev's respective successors and assigns so long as such rights, powers and privileges are specifically assigned by Sarpy Dev.

13. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or re-

quirement for the enforcement of this instrument or any of its provisions.

DATED this 26<sup>th</sup> day of February 1976

SARPY DEVELOPMENT CORP.

By Wesley H. Turtcher  
Wesley H. Turtcher, President

By Kenneth L. Stahl  
Kenneth L. Stahl, Vice-President

By Wallace Sump  
Wallace Sump, Secretary

STATE OF NEBRASKA )  
County of Sarpy ) ss.

The foregoing instrument was acknowledged before me the 26<sup>th</sup> day of February, 1976, by WESLEY H. TURTSCHER, president; KENNETH L. STAHL, Vice President; and WALLACE SUMP, secretary of SARPY DEVELOPMENT CORP., a Nebraska corporation on behalf of the corporation.

WITNESS my hand and notarial seal this 26<sup>th</sup> day of February 1976.

Marie E. Porter  
Notary Public

My Commission expires: Aug 1 1978

