

35-494

PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The undersigned, SOUTHERN LAND & DEVELOPMENT COMPANY, INC., a Nebraska corporation, MILTON B. FAULK and BETTY J. FAULK, husband and wife, RAYMOND D. ZUCKWEILER and IRENE ZUCKWEILER, husband and wife, and KENNETH SCHIGSISGER, unmarried, the owners of certain real estate in Sarpy County, Nebraska, which has been sub-divided as SOUTHERN VIEW ADDITION, Third Platting, including the following numbered lots: 59 to 62, inclusive, 81, 82, 101, 102, 111 to 137 inclusive, all in Southern View, Third Platting, in Sarpy County, Nebraska, do hereby state, declare and publish, that all of the lots or parts of lots in said addition are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1. No lots will be used except for residential purposes.
2. No building or appurtenances shall be erected on any lot or lots except in accordance with the presently existing zoning regulations applicable to said lots.
3. In the case of a single family dwelling, no dwelling shall be permitted on any lot described herein, having a main floor square foot area of less than 900 square feet. Main floor area shall be computed from gross outside dimensions of a single floor exclusive of a garage, open porches, breeze ways, basements, and living floor areas under or above other living floor areas.

4. In any event, no building shall be located on any lot nearer than 25 feet to front lot line, or nearer than 25 feet to any side street line.

No building shall be located nearer than 6 feet to an interior lot line, except that a three-foot side yard shall be permitted for garage or other accessory building, located 25 feet or more from the minimum building set-back line.

No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Each single family dwelling must have an attached or basement garage.

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

7. A ten foot easement across and along the rear boundary line of each of said lots, is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric and telephone facilities.

8. No trailer, basement, shack, tent, garage, barn or other out buildings may at any time be erected in this addition for use as a residence, temporarily or permanently.

FILED FOR RECORD IN SARPY COUNTY, NEBR. May 27 1962 AT 2:30 O'CLOCK P.M.

AND RECORDED IN BOOK 35 OF PAGE 194 REGISTER OF DEEDS

9. 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 purpose.

10. No trees, shrubs, hedges, or other plants shall be maintained or permitted in such proximity to any lot line as would interfere with the use and maintenance of any street or sidewalk or the unobstructed view at street intersections and shall be maintained to comply with reasonable requirements to insure the safety of persons using the streets and motor vehicles or as pedestrians.

11. Portland cement concrete sidewalks four (4) feet wide by four (4) inches thick shall be constructed in front of each build-upon lot and along the side street of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line. Such walks shall be build by the then owner of the lot and at the time of the completion of the main structure upon the lot.

12. These covenants are to run with the land and shall be binding on all parties and on 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 lot has been recorded, agreeing to change such covenants in whole or in part.

13. Each of the provisions hereof is several and separable and invalidation of any provision shall not effect any other of the provisions hereof. These provisions shall bind and inure to the benefit of the undersigned, their successors and assigns, and to their grantees, both immediate and remote, and the heirs, devisees, personal representatives, successors, assigns and grantees of such grantees, and shall run with the land for the benefit and imposed upon all subsequent owners of each of the aforesaid lots in the SOUTHERN VIEW ADDITION.

14. If any purchaser, owner, lessee, or other person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot, or lots in Southern View Addition, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation. Nothing contained in this instrument shall in any measure be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. By accepting a deed to any of the lots in Southern View, the grantee shall hereby bind himself, his heirs, executors, administrators, assigns and grantees to observe and perform all of said covenants as fully and to all intents and purposes as though such grantee had joined in this declaration.

SOUTHERN LAND & DEVELOPMENT COMPANY, INC.,
A Corporation

BY: William B. Faulk
President

ATTEST:
Lily J. Faulk
Secretary

