

83-334 ETC  
BOOK 557 PAGE 737

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, 2000:

Lots One (1) through Eighty Six (86), both inclusive, in TIMBER CREEK II, a replat of Lot 153, TIMBER CREEK, a subdivision in Douglas 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 violation.

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 out-building 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 six (6) months thereafter. Dwellings constructed in another addition or location shall not be moved to any lot within this addition. 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.

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. Only galvanized chain link fences are permitted, and all such fences cannot be more than 48 inches in height and 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. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables, conduits, poles with the necessary supports, sustaining wires, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said subdivision; said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

F. Portland concrete public sidewalks, four feet wide by four 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.

G. The following building restrictions for single-family dwellings shall apply to said lots:

(1) The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 900 square feet on the main floor for a one-story house or a bi-level house (below grade space will not be counted when computing square footage for a one-story house); 1,000 square feet throughout the house for a tri-level or split-level house. The foundation walls for all houses must enclose a ground area of not less than 800 square feet. In addition, each single-family dwelling shall provide fully enclosed parking space for at least one (but not more than three) cars. Only attached or basement garages are permitted.

(2) The following lot minimums shall apply: Minimum area of building plot: 6,000 square feet. Minimum front yard: 35 feet. Minimum side yard for main residential structure: 5 feet. Minimum rear yard: 25 feet.

H. Notwithstanding the provision of Paragraph G (2), the restrictive provisions for lot area and front, side and rear yards shall automatically be amended as to any lot for which the proper administrative or governing body of a city or county shall determine and permit a lesser area or distance.

I. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until Charles G. Smith, one of the undersigned, has given his written approval therefor. The restriction of this paragraph shall terminate January 1, 1976.

J. All lots, whether developed or undeveloped, shall be kept mowed at the expense of the owner of the lot. If in the opinion of Charles G. Smith, one of the undersigned (herein called Developer), a lot, whether developed or undeveloped, needs mowing, said Developer at its option may mow said lot or have said lot mowed. In such event, the Developer shall be entitled to recover the reasonable cost or charge for such mowing from the record title-holder of said lot and may bill the owner for the same. If said bill is not paid within thirty (30) calendar days after the date said bill was mailed to the record title-holder, the Developer may record an affidavit setting forth the appropriate facts and compliance with the procedure as outlined in this paragraph, and said unpaid bill shall constitute a lien against said lot. Said unpaid bill shall bear simple interest at the rate of six per cent (6%) per annum from the date of recording until paid. The Developer shall have the power to release any such lien.

IN WITNESS WHEREOF, Charles G. Smith and Nellie M. Smith, husband and wife, being the owners of all said real estate, have executed these covenants this 22nd of July, 1975.

Charles G. Smith  
Charles G. Smith

Nellie M. Smith  
Nellie M. Smith

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )


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 and NELLIE M. SMITH, husband and wife, to me personally known to be the identical persons whose names are affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be their voluntary act and deed.

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

L. B. Ludwig  
Notary Public

My Commission Expires:

8/12/76

 L. B. LUDWIG  
GENERAL NOTARY, State of Neb.  
My Commission Expires  
August 12, 1976

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
17 DAY OF NOV 1975 AT 3:35 P M. C. HAROLD OSTLER, REGISTER OF DEEDS 30.50