

38-363

RESTRICTIVE COVENANTS

The undersigned hereby declares 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, 1998; 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.

Lots 11 through 246, inclusive, in Twin Ridge II, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person 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 covenant and either prevent him or them from doing so 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 outbuilding 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. No dwelling constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision.

D. 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, cross-arms, 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 Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; 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 thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence which shall meet the following specifications: A 1/2 inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

FILED FOR RECORD IN SARPY COUNTY NEB. May 22, 1962 AT 1 O'CLOCK PM

AND RECORDED IN BOOK 38 OF Minn. Rec. PAGE 363

Alouse, Dink & Son REGISTER OF DEEDS 645

E. 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 five (5) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof. No sidewalks need be built abutting the side lot lines of Lots 210, 212, 130, and 54.

F. The following building restrictions shall apply to said lots:

(1) Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 900 square feet on the ground floor for a one-story house; 1000 square feet throughout the house for a bi-level, tri-level, split-level, split-entry, 1½ story or taller house but the foundation walls must enclose an outside ground area of not less than 800 square feet. Minimum front yard: 35 feet; except that on corner lots on street, yard shall be a minimum of 35 feet and the other street yard shall be a minimum of 20 feet and the building may front on either of these yards; minimum side yard for main residential structure: 7 feet.

(2) Notwithstanding the provision of this paragraph No. F, the restrictive provisions for lot area, side yards and front yard shall automatically be amended as to any lot for which the City of Bellevue, Nebraska, shall determine and permit a lesser area or distance.

G. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating conditions or else said cars may be towed away at the owners' expense upon the request or act of any land-owner in the subdivision. All automobiles must be parked either indoors or on concrete slabs or drives if parked out-of-doors. All repair work on automobiles must be done indoors. All boats must be parked or stored indoors so as not to be visible from the outside.

H. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets, provided they are not kept, bred, or maintained for any commercial purpose.

I. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the undersigned as to the exterior design, use of exterior materials, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor. The restrictions of this paragraph shall terminate January 1, 1970.

EXECUTED this 22 day of May, 1967.

Paul Decker - Trustee  
Paul Decker, Trustee

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 Paul Decker, Trustee, to me personally known to be the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal at Omaha in said County the  
Day and Year last-above written.

Notary Public



Marvin E. Duerksen