

58-2069

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, 2005:

Lots 1 through 162, inclusive, in Southridge, as surveyed, platted and recorded in Sarpy 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. Invalidity of any of these covenants by judgement or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used by 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 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 purposes.

D. No junk cars or unlicensed motor vehicles of any kind, or trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Fences may 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. Portland concrete public sidewalks, four feet wide 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.

F. The applicable zoning ordinances of the County of Sarpy shall determine minimum area of building plat, minimum front, rear and side yards, and the minimum square footage requirements for buildings.

G. Notwithstanding the provisions of Paragraphs No. A and F the restrictive provisions for lot use, lot area, side yards, and front yard shall automatically be amended if the governing body of the County of Sarpy shall determine and permit a lesser area or distance or a different use either by means of rezoning or the granting of waivers or special use permits.

H. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designed in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the lots covered by this Declaration.

IN WITNESS WHEREOF, We have executed these covenants on this 25th day of

September, 1985

FILED SARPY CO., NE

BOOK

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Charles G. Smith

NOTICE AND DECLARATION OF ADDITIONAL COVENANTS OF  
SOUTHRIDGE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

This notice and declaration, made on the day hereinafter set forth, is made by Charles G. Smith and Computer Sciences, Inc. (CSI), hereinafter referred to as the "Declarants".

PRELIMINARY STATEMENT

1.) WHEREAS, the Southridge subdivision contains 162 lots, and some of these lots have been conveyed by the Declarants to various purchasers prior to the filing of this Notice and Declaration.

2.) WHEREAS, Declarant Charles G. Smith is the owner of the following lots in Southridge:

Lots 1-6, 9-11, 15-27, 29-64, 67-76, 78-90, 94, 95, 99-114, 116-135, 137-139, 142-147, 149, 150, 156 and 158-162, inclusive, all in Southridge, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

3.) WHEREAS, Declarant Computer Sciences, Inc. is the owner of the following lots in Southridge:

Lots 7, 8, 12-14, 28, 31-93, 98, 115, 136, 151 and 153, inclusive, all in Southridge, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

4.) WHEREAS, each Declarant will convey its lots subject to the additional covenant and possible charge set forth in Article I.

NOW, THEREFORE, each Declarant hereby declares

and contingent charge shall run with the land and shall be binding upon all parties claiming any right, title or interest in the above-described lot or part thereof.

#### DEFINITIONS

A. "Owner" shall mean and refer to the person or persons, whether one or more persons or entities, of a legal interest in to any lot in Southridge subdivision, including the original sellers, and excluding those having such an interest merely as security for the performance of an obligation.

B. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of Southridge subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Declarants" shall mean and refer to Charles Smith, his successors and assigns, and CSI, a Nebraska corporation, its successors and assigns.

#### ARTICLE I

##### NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that not less than 50 percent of all lots within Southridge subdivision are improved within five years from the date that Northwestern Bell Telephone Company shall have completed the installation of its distribution system within said subdivision and filed notice of such completion, then every lot that is unimproved at the end of the five-year term shall be subject to a charge of Four Hundred Fifty and 00/100 (\$450.00) Dollars by Northwestern Bell Telephone Company or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced or if

Such charge shall be due and owing immediately upon the expiration of the five-year term, and if such charge is not paid within sixty (60) days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve (12%) percent per annum, or the maximum rate allowed by law if said maximum rate is less than twelve (12%) percent per annum at that time.

In witness whereof, the undersigned, being the Declarants herein, has hereunto set its hand and seal this 22 day of September, 1986.

DECLARANTS:

CSI

CHAS. E. SMITH

By :

Ry

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

The foregoing instrument was acknowledged before me

59-2963C

was acknowledged before me,  
Notary Public Charles G. Smith.

*Charles G. Smith*  
Notary Public

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BOOK 59 OF *Miss Lee*  
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*Carl L. Hildebrand*  
REGISTER OF DEEDS