

53-645

FILED FOR RECORD 6-1-81 AT 9:50 A.M. IN BOOK 53 OF Miss Lee
PAGE 645 Carl L. Hillier REGISTER OF DEEDS SARPY COUNTY NEB 59⁷⁵

PROTECTIVE COVENANTS

CEDARWOODS
A Subdivision of Sarpy County, Nebraska

RECORDED:

TO WHOM IT MAY CONCERN:

The undersigned, CEDARWOODS, INC., A Nebraska Corporation, hereinafter called Cedarwoods, Inc., being the owner of all of the lots hereinafter described as Cedarwoods, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, does hereby make, declare and publish that single family residential Lots One (1) through One Hundred Sixty-seven (167), inclusively, 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. Lots One (1) through Lot One Hundred Sixty-seven (167), inclusively, 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 use. The term "Lot" as used herein, shall mean a lot as now platted, the total width 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. Cedarwoods Inc. 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.

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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 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 ten (10) 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 not be 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 (5) 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 fifteen (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 than 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 Fourteen Hundred

(1400) 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 any 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 material shall be kept in a clean or sanitary condition. All weeds shall be kept cut to a height of not more than twenty-four (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 that 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 sixty (60) inches above ground level, except fences along Highway 370 and Railroad tracts and patio privacy fences which may not exceed seventy-two (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 twenty-four (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 incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision, except when placed in prescribed location for pick-up. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside any dwelling except when in actual use unless completely screened from view from every street and from all other Lots in the Subdivision.

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 Six (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, 1995, 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 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 therefore, 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. Cedarwoods, Inc. 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 Cedarwoods, Inc.'s discretion, Cedarwoods, Inc. 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 Cedarwoods, Inc.

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

13. Nothing herein contained shall in any way be construed

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as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions.

DATED this 3 day of ~~September~~^{OCTOBER}, 1980.



CEDARWOODS, INC., A Nebraska Corporation

By Kenneth L. Stahl
Kenneth L. Stahl, President

State of Nebraska)
(ss.
County of Sarpy)

On this 3 day of ~~September~~^{October}, 1980, before me, a Notary Public in and for said County, personally came Kenneth L. Stahl, President of Cedarwoods, Inc., a Nebraska Corporation, known to me to be the President and identical person who signed the foregoing Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal at Papillion, Nebraska, on the day last above written.

GENERAL NOTARY - State of Nebraska
JAMES C. CRUZE
Comm. Exp. Dec. 1, 1980

James C. Cruze
Notary Public

47-99 0250
Distribution

EASEMENT

I, Charles McDaniel Owner(s)
We, (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-five (35), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska, except the West Four (4) acres thereof.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OHAWA PUBLIC POWER DISTRICT, its successors and assigns, and the ~~OHAWA PUBLIC POWER DISTRICT~~ referred to as "Grantee", a permanent easement, with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its electric ~~transmission~~ facilities over, upon, along and under the following described real estate, to wit:

The East Ten feet (10') of the West One Hundred Forty-six and Sixty-five Hundredths feet (146.65') of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-five (35), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

FILED FOR RECORD 3-4-74 AT 8:00 A M, IN BOOK 47 OF Misc Recd
PAGE 99 Carl L. Hebele REGISTER OF DEEDS, SARPY COUNTY, NEB. 3 25

CONDITIONS:

- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and renew said facilities consisting of ~~transmission~~ cable, fixtures, ~~and other structures~~ within a strip of land as indicated above, ~~and the right to use any portion of the strip of land as indicated above for any purpose whatsoever.~~
- (B) After electric ~~transmission~~ facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change in grade elevation or any excavations shall be made therein without prior written approval of the Grantee, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (C) The foregoing right is granted upon the express condition that the Grantees will assume liability for all damages to the above described property caused by Grantees' failure to use due care in its exercise of the granted right.
- (D) It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 8 day of February, 1974.

~~Charles McDaniel~~
x Charles McDaniel
Charles McDaniel

ATTEST: _____
Grantors

STATE OF _____
COUNTY OF _____
On this 8 day of February, 1974, before me the undersigned, a Notary Public in and for said County and State, personally appeared Charles McDaniel Single

personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

STATE OF _____
COUNTY OF _____
On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____, President of _____, (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal the date above written.

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

Notary Public
My Commission expires March 4, 1975

Notary Public
My Commission expires _____

APPROVED: RJA Date 2-11-74
Dist. Engr. Date 2-8-74
Section _____ Township _____ Range _____ Saleman _____ Engineer _____
Address _____

Rec # 03451