

49-306

PROTECTIVE 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 for a period of twenty 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 lots, has been recorded, agreeing to change said covenants in whole or in part:

Lots 10 through 14, both inclusive, Lots 19 through 23, both inclusive and Lots 31 & 32, in Lienemanns Subdivision No. 2, in the Southwest one-quarter (SW $\frac{1}{4}$) of Section One (1), Township Thirteen (13), North, Range Twelve (12), East of the 6th P.M., as surveyed, platted and recorded, in Sarpy County, Nebraska.

(Referring to the South Quarter Corner of said Section 1; thence North 00 degrees, 23 minutes East "assumed bearing" Along the East line of the Southwest Quarter of said Section 1, a distance of 310.00 ft. to the point of beginning; Thence North 00 degrees, 23 minutes East 574.00 ft. along the East line of the Southwest Quarter of said Section 1; Thence due West 799.46 ft; Thence due North 287.00 ft.; Thence due West 612.00 ft.; Thence due South 861 ft.; Thence due East 1,407.62 ft. to the point of beginning.)

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 persons or person owning any part of said real estate to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant and either prevent him or them from doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by Judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in force and effect.

1. Said lots shall be used only for single family residential purposes and for such accessory structures incidental to such residential use. No buildings shall be erected, placed or used, or permitted to remain on any lot other than one detached single family dwelling not to exceed $1\frac{1}{2}$ stories in height (14 ft cave height), with an attached or detached two car garage. Such dwelling to have no less than 1400 square feet living area within the foundation walls, plus the attached or detached two car garage. Such dwelling also to have Brick Veneer fronts, minimum window sill height.
2. The minimum building set back line for dwellings on said lots, excluding steps and open porches, shall be:

Front Yard - 70 feet
 Side Yard - 20 feet
 Back Yard - 100 feet

FILED FOR RECORD 7-27-76 AT 4:15 P.M. IN BOOK 49 OF *Miss Leas*
 366 *Carl L. Hibbs* REGISTER OF DEEDS SARPY COUNTY 12⁰⁰

Sec # 56493 *X*

49-366A

3. 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 an annoyance or nuisance to the neighborhood. All lots shall be kept free of trash and debris and weeds shall be kept cut to a height of no more than eight inches above the ground.
4. No trailer, basement, tent, shack, garage, barn, or other out building erected on said lot 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 and before any building shall be occupied as a residence, the entire building must be substantially completed and the exterior must be fully completed. Upon the commencement of construction in any event, the building must be completed within nine (9) months thereafter.
5. No animals, livestock or poultry of any kind shall be raised or kept on said lot, except that dogs, cats or other household pets are permitted, provided they are not kept, bred or maintained for any commercial purposes, provided further that horses or ponies, not exceeding two (2) in number, be permitted upon any one lot.
6. 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, operate, and maintain, repair and renew cables, conduits and 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 electrical current for light, heat and power, and for all telephone and telegraph and message services, over, under, and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said subdivision: provided, however, that said side lot lines easement is granted upon the specific condition that if both of said utilities fail to construct poles and wires along any of said side lot lines within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused abandoned easement-ways.
7. No dwelling constructed on another addition or location shall be moved to any lot within this subdivision.
8. No fuel tanks on the outside of any house shall be exposed to view. Screening shrubery bushes must be provided.
9. No garage or other outbuilding shall be erected on any lot for dwelling purposes before the residence thereon is completed.
10. 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 building shall be harmonious and compatible with both the subdivision and the main dwelling.

(Protective covenants, page 3)

- 11. The assembly and disassembly or general service work on any car, truck equipment or other machinery shall be prohibited, except in an enclosed garage, and the storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than fourteen (14) days.
- 12. The construction of fences between lot owners must be agreed upon by the adjoining lot owners. The construction of fences between the lot owners and undeveloped farmland must be agreed upon between the lot owner and the subdivider, both as to kind, type, and cost. In most cases, a four (4) wire (barb) fence with posts ten (10) to fifteen (15) feet apart, cost divided between each party, will suffice.

Dated this 1st day of July, 1976

Herbert H. Lienemann
 Herbert H. Lienemann

Helen A. Lienemann
 Helen A. Lienemann

STATE OF NEBRASKA)
) ss.
 County of Sarpy)

On this 1st day of July, 1976 before me, the undersigned a Notary Public, duly commissioned and qualified, personally came HERBERT H. LIENEMANN, and HELEN A. LIENEMANN, Husband and Wife, to me personally known to be the identical persons whose names are affixed to the above PROTECTIVE COVENANTS' and acknowledged the said instrument to be their voluntary act and deed,

WITNESS my hand and seal the day and year last above written.

Christine S. Marth
 Notary Public

My commission expires: June 14, 1978

