

25-465

GROVES SUBURBAN HEIGHTS
SARPY COUNTY, NEBRASKA

By: Lloyd C. Groves

Elmer M. Groves

Benjamin M. Groves

DECLARATION OF PROTECTIVE COVENANTS

Dated November 4, 1922

Filed November 4, 1922

To Whom It May Concern:

WE, the undersigned, do hereby adopt and impose upon each and all of the lots hereinafter described, the following covenants, restrictions, limitations and conditions, (all of which for convenience are herein referred to collectively by the term "covenants"), for the purpose of applying to, controlling and governing the ownership, encumbrance, use and occupancy of said lots and each of them,

Contained within Groves Suburban Heights, and described as Blocks 1, 2, 3, 4, 5 and 6 of said such Suburban Heights.

First: These covenants initially shall be and remain in effect until January 1, 1933, but thereafter shall automatically be renewed or extended for successive periods of ten (10) years each, except as the same may from time to time be changed, modified, amplified, rescinded, superceded or terminated through written agreement executed by the then owners of a majority of all of the aforesaid lots, provided, however, the maximum aggregate period of time these covenants shall remain in effect in no event shall

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4 Nov 1922 at 11:35 A.M. before John H. Clark County Clerk 4 75

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exceed the maximum period allowable therefor by law.

Second. Each lot shall be used solely for residential purposes, or for religious or educational purposes, or both. On a lot used solely for residential purposes there shall exist no building whatsoever, other than one detached single family dwelling not exceeding two stories in height, together with one attached or detached garage or carport for not more than two cars. Each dwelling shall front upon a street upon which such lot abuts, and shall be constructed of solid, substantial and permanent construction of such form, design and material as will be in harmony with the neighborhood, and will not detract from the value or usefulness of any other property in the neighborhood, and shall in any event, conform to the following minimum requirements,

to-wit:

- (a) The minimum area of any lot or tract upon which any dwelling shall be placed shall be ten thousand (10,000) square feet, and such lot or tract shall have a width of at least sixty (60) feet at the front building setback line, hereinafter provided for.
- (b) No dwelling shall be nearer to the front lot line than thirty-five (35) feet, or nearer to any interior side lot than five (5) feet, or nearer to any side lot line abutting upon a street than twelve (12) feet, or nearer to a rear lot line than twenty-five (25) feet.
- (c) As to any lot abutting upon more than one street, either one of the lot lines thus abutting upon a street may be considered to be the front lot line, and the other such street line then shall be considered to be a wide street line, irrespective of the direction in which the actual front of the dwelling faces.
- (d) As to lots 2, 4, 5, 6, 7 and 8 in Block 2, and lots 1 in Block 3, and lots 1 & 2 in Block 4, and lots 1 and 2 in Block 5, all of which abut upon a cul de sac, a dwelling may be placed not nearer than twenty-five (25) feet to the closest point of the street line upon which such lots abut, instead of thirty-five feet (35) as hereinafter provided for.
- (e) A detached garage, if located not less than sixty (60) feet from the front lot line, may be placed not less than three (3) feet from the interior or

rear lot lines, or not less than twelve (12) feet from the side street lot line in case of a lot abutting upon more than one street, as aforementioned.

An attached garage, carport or breezeway shall be considered to be a part of the dwelling itself in applying the aforesaid setback requirements, but eaves, steps and open porches thus shall not be considered as part of the dwelling, except that in no event shall any encroachment exist upon any abutting lot, tract or street.

- (f) The minimum floor space of any such dwelling located on any lot contained within this sub-division shall be eight hundred fifty (850) square feet of which a minimum of seven hundred twenty (720) square feet shall exist on the ground, or main floor of any dwelling exceeding one story in height.
- (g) Any structure upon any lot contained herein described shall have its exterior fully completed, within twelve (12) months after the construction of its basement or foundation is commenced.
- (h) No change in the now existing surface grade of any lot shall be made, nor shall any dwelling constructed outside of said sub-division be placed upon any lot herein described, nor shall any fence be erected upon any portion of any such lot lying between a street line and the wall of a dwelling or building used for a religious or educational purpose, facing such street line.
- (i) No structure of a temporary nature, nor any basement, trailer, tent, shack, barn, garage or uncompleted dwelling or building of any kind shall ever be used for residential purposes, either permanently or temporarily.
- (j) No offensive, noxious or illegal trade, occupation or activity shall ever be carried on or permitted, nor shall any other thing ever be done or permitted which might be or become a nuisance or annoyance or detriment to the neighborhood, upon any lots described. No garden or field crop shall ever be grown in any portion of a lot lying between a street line, and the wall of any dwelling, or building used for religious or educational purposes, facing such street, other than flowers, trees, shrubs, hedges or other ornamental plants or vegetation, which in no event shall be permitted to grow in such manner as to obstruct the view at any street corner, or so as to constitute a hazard to traffic, either vehicular or pedestrian.
- No animals, livestock or poultry of any kind shall be bred, raised or kept upon any lot herein described, other than dogs, cats or other household pets in reasonable numbers and not for breeding or commercial

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purposes, and so kept as not to become a nuisance, annoyance or detriment to the neighborhood.

Easements for the installation, construction, renewal, extension, repair, maintenance and operation of sewer, water, gas telephone and electric power lines and equipment or appurtenances reasonably necessary therefore, hereby are created and reserved in perpetuity over, upon, along and under the rear side five (5) feet of each lot herein described.

Each covenant herein contained is, and always shall be, considered to be wholly independent and severable from each other covenant herein, and the invalidation, revision, change, modification, amplification or termination of any one or more covenants, whether effected through voluntary action of the owners of a majority of the lots contained herein, or through decree, judgment or order of a Court of competent jurisdiction, in no way shall effect the validity, force or effect of any of the remaining covenants, or any parts thereof, all of which shall, nevertheless, remain and be in full force and effect.

These covenants shall run with the land and be binding upon and inure to the benefit of not only the developers, their assigns and successors, including every person who hereafter acquires any right, title, lien, estate or interest in, to or upon any lot herein described, or any lot in said addition not herein described, which hereafter become subjected to similar covenants. Any person for whose benefit these covenants thus exist, shall have full right in his or her own name, to maintain suitable action, either at law or in equity, for the enforcement of these covenants, or for collection of the damages resulting from the breach thereof; but such action always shall be wholly optional to such person, and in no event shall be deemed obligatory

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upon these developers or their successors or assigns or other persons.

Lloyd C. Groves
Lloyd C. Groves

Elverna M. Groves
Elverna M. Groves

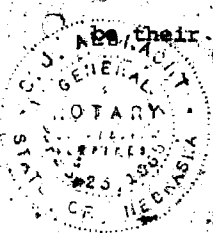
Benjamin W. Groves
Benjamin W. Groves

STATE OF NEBRASKA

SS

COUNTY OF Lincoln

On this 3rd day of November, 1959, before me, the undersigned a Notary Public, duly commissioned and qualified for said county, personally came Lloyd C. Groves, Elverna M. Groves and Benjamin W. Groves to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.



L. J. Albracht
Notary Public

My commission expires the 25 day of February, 1965

AMENDMENT TO COVENANTS

1. The undersigned are the owners of a majority of all of the lots included in:

Blocks 1, 2, 3, 4, 5 and 6 in Groves Suburban Heights, a subdivision in Sarpy County, Nebraska as originally platted.

Said lots are covered by certain Protective Covenants executed by the prior owners of said real estate and dated and recorded November 4, 1929, in Miscellaneous Book 25 at Page 465 in the Real Estate Records in the office of the County Clerk of Sarpy County, Nebraska.

2. Pursuant to Paragraph 1 of said Protective Covenants, the undersigned owners of a majority of all of the said lots do hereby cancel said Protective Covenants and do further hereby wholly amend said Protective Covenants to read as follows:

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, 1994:

Lots 4 thru 10 in Block 6; Lots 1 thru 10 in Block 1;
Lots 1 thru 11 in Block 2; and Lots 14 thru 29 in
Replat of Block 4 (herein called Parcel A).

The undersigned hereby declare that the following property shall in no way be restricted by or subject to the following covenants:

Lots 1 thru 10 in Block 3; Lots 1 thru 10 and Lots 29 thru 38 in Block 4 and that part of Lots 11, 27 & 28 in Block 4 lying north of a straight line projected westerly from and as a continuation of the south line of Block 5; lots 1 thru 23 in Block 5, and a strip of land 25 feet in width adjoining on the north of Blocks 3, 4 & 5; all of said real estate having heretofore been vacated (herein called Parcel B).

All of said lot and block numbers referring to Groves Suburban Heights, a subdivision 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 covenant and either to 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 in Parcel A shall be used only for single-family or duplex residential purposes and for accessory structures incidental to residential use, or for church or school purposes. Construction of school or church structures shall not be regulated by these covenants.

B. No residential structure (single family or duplex) shall be erected or placed on any building plot in Parcel A which has an area of less than 10,000 square feet. No building shall be located on any plot in Parcel A nearer than 25 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than 5 feet to any side line of any building plot. The above restrictions shall be automatically amended as to any lot for which the Sarpy County Nebraska Zoning Board of Adjustment (or similar body) shall permit a lesser lot area or side or front yard.

C. 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.

D. 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.

E. The main floor enclosed area of single-family residential structures exclusive of open porches and garages, shall be not less than 850 square feet for a one-story structure nor less than 700 square feet for a one-and-one-half story or taller structure. For duplexes the minimum finished living space per family unit shall be 700 square feet.

F. 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 and renew 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 and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in Parcel A; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires 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.

EXECUTED this 9th day of January, 1963.

Franklin P. Rogers
Franklin P. Rogers

Owners of Parcel A

Wilma C. Rogers
Wilma C. Rogers

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came Franklin P. Rogers and Wilma C. Rogers, husband and wife, to me personally known to be the identical persons whose names are affixed to the above amended 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.

Callum Kelly
Notary Public

EXECUTED this 22nd day of March, 1963.

School District of Omaha, Douglas
County, Nebraska

By: William W. Heald
President of Board of Education

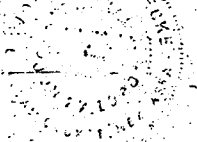
Owner of Parcel B

Attest: William W. Heald
Secretary

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STATE OF NEBRASKA) On the 22nd day of March, 1963, before me
)ss. the undersigned, a Notary Public in and for
COUNTY OF DOUGLAS) said County, personally came Charles H. Peters
President of the Board of Education of School District of Omaha,
Douglas County, Nebraska to me personally known to be the President
of the Board of Education and the identical person whose name is
affixed to the foregoing Amendment, and acknowledged the execution
thereof to be his voluntary act and deed as such officer and the
voluntary act and deed of the said corporation and that the Corporate
Seal of the said corporation was thereto affixed by its authority.

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



Joan M. Hinnecker
Notary Public