

90-05389

DECLARATION OF 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, 2015.

FILED SARPY CO. NE. INSTRUMENT NUMBER 90-05389

Lots 74 through 94 inclusive, Lots 97 through 126 inclusive, Lots 129 through 148 inclusive, and Lots 199 through 205 inclusive in Ardmore, a subdivision in LaVista, Sarpy County, Nebraska. 90 APR 26 PM 2:18

If the present or future owners of any 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 violations.

REGISTER OF DEEDS

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.

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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 lot 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 outbuildings 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.

D. Once construction of a dwelling has been commenced, outside framing of same must be completed within nine (9) months thereafter.

E. 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.

F. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets, outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards 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.

G. All houses built on any lot described in these covenants shall have at least a two-car garage.

H. Portland concrete public sidewalks, four feet wide by 3.5 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 four feet back of the street curb line, and shall be completed before occupancy or use of the main structure.

I. The applicable zoning ordinances of the City of LaVista shall determine minimum area of building plot and minimum front, side and rear yards.

J. For a period of fifteen years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, flag pole, solar heating or cooling device, tool shed, wind generating equipment, or other external improvements, above or below the ground (hereinafter referred to as any "improvement") shall be constructed, erected, placed, altered or permitted to

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remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Committee as follows:

1) An owner desiring to erect an Improvement shall deliver two sets of plot plans to the Committee (herein collectively referred to as the "plans"). Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, location of structure proposed for such improvements. Concurrent with submission of the plans, Owner shall notify the Committee of the Owner's mailing address.

2) The Committee shall review such plans in relation to the type and exterior of improvements constructed, or approved construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated. If the Committee determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Committee may refuse approval of the proposed Improvement.

3) Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by the Committee.

4) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Committee to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Committee, or to control, direct or influence the act of the Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Committee in this Section, or as a result of any act or failure to act by the Committee with respect to any proposed Improvement.

IN WITNESS WHEREOF, Ardmore, Inc., being the owner of all said real estate, has executed these Covenants, this 24 day of April, 1990.

ARDMORE, INC., a Nebraska Corporation

*Charles G. Smith*  
Charles G. Smith, President

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 known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

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



*Jacqueline J. Kipper*  
Notary Public

91-08918

DECLARATION OF  
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:

Lots 74 through 94 inclusive, Lots 97 through 126 inclusive, Lots 129 through 146 inclusive, and Lots 199 through 204 inclusive, in Ardmore, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any 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 violations.

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 lot 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 outbuildings 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.

D. 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.

E. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets, outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards 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.

F. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

G. All houses built on any lot described in these covenants shall have at least a two-car garage.

H. 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.

I. The applicable zoning ordinances of the City of LaVista shall determine minimum area of building plot and minimum front, side and rear yards.

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J. There shall be a 6 foot high board on board fence constructed on the rear perimeter lot line of Lots 79 through 94, and side perimeter lot lines of Lot 78. The owner of any such lot shall at his sole expense maintain and keep such fence in good order, including removal of graffiti and the prevention of placing signs, banners, or any such thing on the fence, and repair and replace the same with the same style and equal quality fence when and if reasonably necessary.

K. CSI it's successors and/or assigns shall be allowed to operate and maintain a model home in the subdivision. This right does not expire with the sale of the last buildable lot in the subdivision.

L. Notwithstanding the provisions of Paragraphs No. A and H the restrictive provisions for lot use, lot area, sideyards, and front yard shall automatically be amended if the governing body of the City of LaVista 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.

M. 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 designated 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 owner or owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

IN WITNESS WHEREOF, Ardmore Inc., Inc., being the owner of all said real estate, has executed these Covenants, this 17<sup>th</sup> day of June, 1991.

Ardmore Inc., a Nebraska Corporation

FILED SARPY CO. NE.  
INSTRUMENT NUMBER

91-08918

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*[Handwritten Signature]*

by Charles G. Smith, President

STATE OF NEBRASKA)

County of Douglas)

) SS. *Carol A. Gavin*  
REGISTER OF DEEDS

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, Personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

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



*Arlene A. Boyd*  
Notary Public

Proof	<u>W</u>
D.E.	<u>MHC</u>
Verify	<u>W</u>
Filmed	<u>R.</u>
Checked	_____
Fee \$	<u>42.50</u>

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