

36-222

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 or all or any part of the following described real estate:

Lots One (1) through Twenty-five (25), both inclusive, in Highland Estates, a Subdivision, 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 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 shall be used only for single family residential purposes and for accessory structures incidental to such residential use or for a church or for schools. No buildings shall be erected, placed, used or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in heights and a private garage for not less than two (2) cars.

B. No noxious or offensive trade or activity shall be carried on upon any plat 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 twelve inches above the ground.

C. No trailer, basement, tent, shack, garage, barn or other out building 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, 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.

FILED FOR RECORD IN SARPY COUNTY NEBR. *Jan 25 1966* AT *1:30* O'CLOCK *P.M.*

AND RECORDED IN BOOK *36* OF *new* PAGE *222* *Bliss Benker* REGISTER OF DEEDS

D. No animals, livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats or other household pets are permitted, provided they are not kept, bred or maintained for any commercial purpose, provided, further, that horses or ponies not exceeding two (2) in number shall be permitted upon any one (1) lot.

E. No dwelling shall be permitted on any lot described herein having a ground floor square foot area of less than 1150 square feet with an attached garage for a minimum of two (2) cars and 1250 square feet if a portion of the basement is used as garage space, or 1000 square feet on the first floor of a 1 1/2 story or taller house with a finished second story and attached garage for a minimum of 2 cars. For split level and split entry plans, the foundation walls must enclose a minimum ground area of 1150 square feet with a 2 car or larger attached garage, and 1250 square feet where a portion of the basement is used as garage space.

F. No building shall be located on any lot nearer than fifty (50) feet to the front or rear lot lines or any side street line except that accessory buildings may be located fifteen (15) feet from the rear lot line. No buildings shall be located nearer than thirty-five (35) feet to a side lot line except accessory buildings may be located fifteen (15) feet from side lot lines.

G. 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 cables, conduits, and 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, under, and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Subdivision; said license being granted for the use and benefit of all present and future owners of lots in said Subdivision; 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 sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement-ways.

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H. The following prohibitions shall be observed on all lots:

1. No dwelling constructed on another Addition or location shall be moved to any lot within this Subdivision.
2. No fuel tanks on the outside of any house shall be exposed to view.
3. No garage or other outbuilding shall be erected on any lot for dwelling purposes before the residence thereon is constructed.
4. 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 shall be harmonious and compatible with both the Subdivision and with the main structure.
5. The assembly, 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 30 days.

GENERAL PROVISIONS:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five 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.

2. For a period of five years from the date of the recording of this agreement, no building shall be erected, constructed, altered, placed or permitted to remain on any lot in said subdivision herein described until the plans and specifications have been approved in writing by Eric Dahlbeck, Jr.

3. Enforcement shall be proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

4. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 24th day of January, 1966.

John J. Behm
John J. Behm

Phyllis Behm
Phyllis Behm

Eric Dahlbeck, Jr.
Eric Dahlbeck, Jr.

Eunice A. Dahlbeck

Eunice A. Dahlbeck

Donald R. Nelson

Donald R. Nelson

Joy A. Nelson

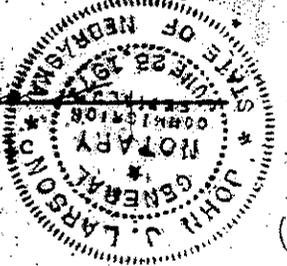
Joy A. Nelson

STATE OF NEBRASKA }
COUNTY OF SARPY } #SS

On this 24th day of January, 1966, before me, the undersigned, a Notary Public duly commissioned and qualified personally came John J. Behm and Phyllis Behm, Eric Dahlbeck, Jr. and Eunice A. Dahlbeck and Donald R. Nelson and Joy A. Nelson, 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.

John J. Larson
Notary Public



My commission expires: June 23, 1971

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AMENDMENT TO PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of Lots One (1) through Twenty-Five (25), both inclusive, in Highland Estates, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and that Protective Covenants covering said property were filed January 25, 1966 in the office of the Register of Deeds, Sarpy County, Nebraska, and recorded in Book 36 at Page 222.

That the undersigned owners desire to amend said covenants by changing Paragraph E to read as follows:

1. No dwelling shall be permitted on any lot described herein having a ground floor square foot area of less than 1400 square feet with a garage for a minimum of two (2) cars, or 1100 square feet on the first floor of a 1 1/2 story or taller house with a finished second story and attached garage for a minimum of 2 cars. For split level and split entry plans, the foundation walls must enclose a minimum ground area of 1400 square feet with a garage for a minimum of 2 cars.

That the Paragraph E as heretofore existing shall not have any further force and effect and the Paragraph E above set forth shall be substituted therefore and incorporated in the said amendments as if it had been originally set out therein.

It is further agreed by the undersigned that all of said lots in said subdivision shall be owned, held and conveyed under and subject to the above mentioned protective covenants including the above mentioned amendment and that the said protective covenant as amended shall remain in full force and effect as to all of said lots in said subdivision.

Dated this 23rd day of March, 1966.

John J. Behm

John J. Behm

Phyllis M. Behm

Phyllis Behm

Eric Dahlbeck, Jr.

Eric Dahlbeck, Jr.

Eunice A. Dahlbeck

Eunice A. Dahlbeck

Richard F. Wiese

Richard F. Wiese

Ina C. Wiese

Ina C. Wiese

Dahlbeck Company, By

Eric Dahlbeck, Jr.

FILED FOR RECORD IN SARPY COUNTY NEBR. Mar 31 1966 AT 3:50 O'CLOCK PM

AND RECORDED IN BOOK 36 OF me PAGE 46 Obie Decker REGISTER OF DEEDS 3:50

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STATE OF NEBRASKA) ss.
COUNTY OF SARPY)

On this 23rd day of March, 1966, before me, the undersigned, a Notary Public duly commissioned and qualified personally came John J. Behm, Phyllis Behm, Richard F. Wiese, Ina C. Wiese, Eric Dahlbeck, Jr., Eunice A. Dahlbeck, and Eric Dahlbeck, Jr., President of Dahlbeck Company, to me known personally to be the identical persons whose names are affixed to the above Amendment to 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.

John J. Lavin
Notary Public



My Commission expires: June 23, 1971