

43-476

RESTRICTIVE COVENANTS

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: TO WHOM IN MAY CONCERN

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, 2000.

Lot 2 and lots 3 to 79 inclusive, in Park Hills II Addition to the City of Papillion in Sarpy County, Nebraska.

A. 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. No boats, trucks, boat trailers, camping trailer, house trailers or other type of trailer shall be permitted to be parked or stored on any lot or abutting street, except for fully enclosed storage in a garage. All cars parked on any lot or abutting street must be in running condition with all tires inflated, and no outside repair of any automobiles will be permitted.

B. 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. Dwellings constructed in another addition or location shall not be moved to any lot within this addition. 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 purpose.

C. 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, replace and renew buried or under ground cables, conduits, 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, through and upon a five (5) foot strip of land adjoining the rear side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

D. The following building restrictions for single-family dwelling shall apply to said lots:

(1) The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 900 square feet on the ground floor for a one-story house; 1000 square feet throughout the house for a bi-level, tri-level, split-level or split-entry.

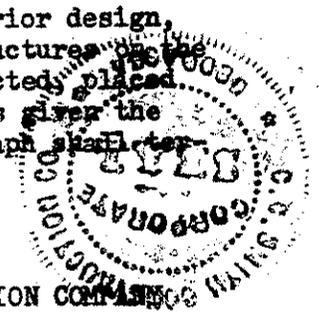
The foundation walls for a 1 1/2 story or 2 story house must enclose an inside ground area of not less than 750 square feet. In addition each single family dwelling shall provide fully enclosed parking space for at least one (but not more than three cars) only attached or basement garages are to be permitted.

Rec# 005148 ✓

(2) The following lot minimums shall apply: Minimum area of building plot: No lot may be reduced below its originally platted area, except that parts of lots may be combined to make a building plot on condition that the area of such plot must at least equal the area of the area of the larger lot used as originally platted. Minimum front yard and side yard shall be determined by applicable zoning ordinances of the City of Papillion, as may be amended as to any lot for which the Board of Appeals or other proper Board or Council of the City of Papillion, Nebraska shall determine and permit a lesser area or distance.

(3) All lots, whether developed or undeveloped, shall be kept mowed at the expense of the owner of the lot. If in the opinion of the undersigned (herein called developer) a lot, whether developed or undeveloped, needs mowing said developer at its option may mow said lot or have said lot mowed. In such event the developer shall be entitled to recover the reasonable cost or charge for such mowing from the record titleholder of said lot and may bill the owner for the same. If said bill is not paid within thirty (30) calendar days after the date said bill was mailed to the record titleholder the developer may record an affidavit setting forth the appropriate facts and compliance with the procedure as outlined in this paragraph, and said unpaid bill shall constitute a lien against said lot. Said unpaid bill shall bear simple interest at the rate of Six percent (6%) per annum from the date of recording until paid. The developer shall have the power to release any such lien.

In no event will any construction begin or any structure, wall or fence, kennel or dog-runs be erected or permitted to remain on any lot nor may any excavation be commenced until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the undersigned as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given the written approval therefor. The restrictions of this paragraph shall terminate January 1, 1976.



Attest:

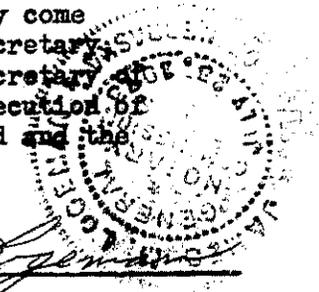
C. G. SMITH CONSTRUCTION COMPANY

Arlene A. Boyd  
Assistant Secretary

By Charles G. Smith  
Developer

State of Nebraska      SS  
County of Sarpy

Now on this 14 day of December, 1970 personally come Charles G. Smith, President, and Arlene A. Boyd, Assistant Secretary, to me known to be respectively the President and Assistant Secretary of C. G. Smith Construction Company and they acknowledged the execution of these Restrictive Covenants to be their voluntary act and deed and the voluntary act and deed of said corporation.



James M. Ferguson  
Notary Public

My commission expires 23 July 73