

47-54

**RESTRICTIVE 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.

The undersigned, being the owner of all lots in Tara Heights, a subdivision in Sarpy County, Nebraska, are desirous of placing proper restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Tara Heights Addition for a period of 25 years from the date hereof and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions and easements:

1. Lots 323 thru 429 and 431 thru 437, shall be used for single family purposes and for accessory structures incidental to residential use or for church or school purposes.
2. If a detached garage is built on any single family dwelling lot, the garage shall be placed not nearer than 5 feet from the rear of side lot line, exclusive of eaves except on corner lots, in which case the garage shall be placed not nearer than 15 feet to side lot line adjacent to the street.
3. A fence may not be constructed in front of dwelling. If a fence is constructed to the rear of dwelling it shall not exceed 74 inches above ground level.
4. No dwelling shall be constructed nearer than 25 feet from the front lot line, excluding steps and open porches and eaves and cantilever, and no dwelling shall be constructed nearer than 7 feet from the side lot line, excepting on corner lots the side yard shall extend at least 15 feet from the side lot line adjacent to the street.
5. No dwelling shall contain more than two stories and shall be permitted only when the dwelling contains the following minimum square footage:
  - (a) If a one story building, not less than 1000 square feet, ground floor area, exclusive of garage, open porches and basement.
  - (b) If a one and one-half story dwelling, the first story shall contain not less than 750 square feet ground floor area, exclusive of garage, open porches and basement.
  - (c) If a two story dwelling, the first story shall contain not less than 750 square feet ground floor area, excluding garage, open porches and basement.
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 install, operate and maintain their utility facilities, over, under, and upon a five foot (5') strip of/and adjoining on the rear and side boundaries 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 poles and wires 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 easement.

10. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery, or vehicle or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

11. A public concrete side-walk of not less than 4 feet in width and 4 inches thick shall be installed for each improved lot by the lot owner on the side or sides of the lot adjacent to the street and shall be located 4 feet inside curb.

12. After construction commences on any dwelling or addition to a dwelling, outside framing must be completed within six months. All plans must be approved prior to the start of any construction by an officer of Mike Hogan Development Company.

13. No lots to be purchased or held for speculation purposes. The owner of each lot shall within 1 year of the purchase of same erect a dwelling thereon, conforming to the dimensions hereinbefore set forth.

14. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded.

15. Enforcement shall be by 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.

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

In Witness whereof, the said owners have herunto affixed their names this

15 day of June, 1924.

MIKE HOGAN DEVELOPMENT COMPANY

By Michael J. Hogan President  
Michael J. Hogan

Attest Jane F. Hogan Secretary  
Jane F. Hogan

STATE OF NEBRASKA) ss  
COUNTY OF SARPY )

On this 15<sup>th</sup> day of January, 1924, before me a Notary Public, duly commissioned and qualified in and for the said County, appeared Michael J. Hogan and Jane F. Hogan, who are personally known to me to be respectively the President and Secretary of Mike Hogan Development Company, a Nebraska Corporation, owner of the property, acknowledge the signing of said Restrictive Covenants to be their voluntary act and deed as to officers of said Corporation

Witness my hand and official seal at Papillion, Nebraska in said County the date last aforesaid.

Notary Public