

44-433

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 Three (3) through Thirty (30) both inclusive, in Trailside Acres, 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 and one-half stories in height and accessory buildings necessary for the keeping of animals permitted herein. No lots shall be further subdivided into parcels smaller than original platted.

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. 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.

D. No animals, livestock or poultry of any kind shall be raised or kept

RECORDED FOR RECORD 9.27.11 AT 2:45 P.M. IN BOOK 44 OF *Mias Reed* 1900
433 Platted 11/11/11

44-433A

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 1400 square feet of living area for a 1 story house, or 1100 square feet of living area on the first floor of a 1½ story or taller house. For split level and split entry plans, the foundation walls must enclose a minimum ground area of 1400 square of living area. The computation of living area shall be exclusive of porches, breezeways and garages, and in relation to bi-level, tri-level, split-level or split-entry homes, there shall be excluded from the computation of minimum square feet any finished living area that has rooms above. All residences shall be constructed with a built-in, attached or basement garage for a minimum of two (2) cars. The front elevation of all concrete or cement block foundation, if exposed, must be faced with brick or stone.

F. No building shall be located on any lot nearer than sixty (60) 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 in favor of and granted to the Omaha Public Power District and the 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, upon or under a five (5) foot strip of land adjoining the side boundary lines of said boundary lines of said lots and the rear boundary of lots 3 and 4, except for the west lines of lot 1 and lots 4 through 7, the north lines of lots 7 through 13, the east lines of lots 13 through 20 and the south lines of lots 20 through 23 and lots 2 and 1, 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 on the specific condition that if either or both said utility companies fail to construct poles, wires,

or conduits along any of said lot lines within 36 months of the date hereof, or if any poles, wires, or conduits are constructed, but hereafter removed, replacement within 60 days after their removal then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

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 garage or other out building shall be erected on any lot for dwelling purposes before the residence thereon is constructed.
3. No fuel tanks on the out side of any house shall be exposed to view.
4. All accessory buildings shall have a useful purpose and be compatible with the residence structure. If accessory buildings are used for the shelter of animals, it shall not exceed the necessary size for such shelter. All accessory buildings must be enclosed and shall be constructed with the same roofing and siding material as the residence structure. In case of a brick constructed residence, the siding material may be of a different type than that used on the residence but approval must be obtained from the Board of Directors. In no event will open lean-tos, pole and roof structures or any temporary shelters be permitted. All fences installed within this subdivision that are fronting on any street or any fence installed from the rear of the residence forward to the front of the lot shall be constructed of a wood or rock type material. It is the intention of this regulation to prohibit the use of wire, rope, chain or chain link fence material for fencing that side of any fenced lot that fronts the street or lies to the side or front of the residence. The installation of barbed wire or electrically charged fence, adjacent to any portion of the bridle path, is expressly prohibited.
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.

44-433C

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. Invalidation 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 31 day of August, 1971

In witness whereof we do hereunto set our hands this 31 day of August A.D., 1971.

Eric Dahlbeck Jr.
Eric Dahlbeck Jr.

Eunice A. Dahlbeck
Eunice A. Dahlbeck

Stanley J. Widman
Stanley J. Widman

Carole June Widman
Carole June Widman

On this 31 day of August A.D., 1971, before me a notary public duly commissioned and qualified in for said County, personally came Eric Dahlbeck Jr., Eunice A. Dahlbeck, Stanley J. Widman and Carole June Widman, who are personally known to me to be the identical persons whose names are affixed to the dedication of this plat and they acknowledged the execution thereof to be their coluntary act and deed.

Witness my hand and Notarial Seal at Peppin, Ne said county the date last aforesaid.

My commission expires on the 8 day of August A.D.



AMENDMENT TO
PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of Lots Three (3) through Thirty (30) both inclusive, in Trailside Acres, a Subdivision as surveyed, and recorded in Sarpy County, Nebraska, and that Protective Covenants covering said property were recorded on the 7th day of September, 1971 in Book 44 at Page 433 of the Miscellaneous Records in the office of the Register of Deeds for Sarpy County, Nebraska.

That the undersigned owners desire to amend said covenants by adding Paragraph I. as follows below and said addition of paragraph I. is to become part of said covenants.

I. No motor driven vehicle of any type i.e. motorcycles, motor scooters, trail-bikes etc. shall be allowed on the bridle path area excepting those vehicles used for maintenance purposes.

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 above mentioned addition and that the said protective covenants as amended shall remain in full force and effect as to all of said lots in said subdivision.

Dated this 2 day of February, 1972.

In witness whereof we do hereunto set our hands this 2 day of

February A.D., 1972.

Eric Dahlbeck Jr.
Eric Dahlbeck Jr.

Eunice A. Dahlbeck
Eunice A. Dahlbeck

Stanley J. Widman
Stanley J. Widman

Carole June Widman
Carole June Widman

George A. Larsen
George A. Larsen

Jane K. Larsen
Jane K. Larsen

On this 2 day of February A.D., 1972, before me a notary public duly commissioned and qualified in for said County, personally came

~~Eric Dahlbeck Jr., Eunice A. Dahlbeck, Stanley J. Widman, Carole June Widman,~~
George A. Larsen and Jane K. Larsen, who are personally known to me to be the

identical persons whose names are affixed to the dedication of this plat and they acknowledged the execution thereof to be their voluntary act and deed.

In witness my hand and Notarial Seal at Papillion, Nebraska,
said county the date last aforesaid. Hail A. Koch

My commission expires on the 16 day of August A.D., 1973.

