

RESTRICTIVE COVENANTS

Doc 414 p. 161

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 until January 1, 1996.

- ~~Lots 1 through 50 inclusive~~
- ~~Lots 54 through 106 inclusive~~
- ~~Lots 108 through 357 inclusive~~
- ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

in Montclair of Westwood, a subdivision in Douglas County, Nebraska, also Lots 359 through 425, inclusive in Montclair of Westwood 2nd Addition, a subdivision in Douglas 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 residential use, or for church, non-profit recreational or school purposes.

B. No residential structures shall be erected or placed on any building plot which has an area of less than 6,000 square feet. No building shall be located on any plot nearer than 35 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than five feet to any side line of any building plot. The restrictions of this Paragraph B shall be automatically superseded as to any lot for which the Board of Appeals of the City of Omaha shall permit a lesser set back, side yard or lot area.

C. 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. All weeds and grass shall be kept cut down to a maximum height of twelve inches above ground level. All plots shall be kept free of all types of trash and debris. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats, or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

E. The ground area enclosed by the foundation walls of single-family residential structures, exclusive of porches and garages, shall be not less than 720 square feet for a one and one-half story or taller structure with the entire first and second

floors finished, and not less than 1100 square feet of ground area shall be enclosed by the foundation walls for a one-story plan and for split level, split entry and step-up plans with a minimum of 1100 square feet of finished living space. Each dwelling shall provide garage space for at least one car in either the basement or an attached garage or carport.

F. 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 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 and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said 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 thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

G. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot, with the outside sidewalk edge to be located five feet back of street curb line. Such sidewalk shall be constructed by the then owner at time of completion of and before occupancy of the main residential structure.

H. No posters or outdoor signs of any kind may be erected or placed on any part of above described premises, except only that residential "For Sale" signs not exceeding four square feet in area shall be permitted. This restriction shall not apply to the undersigned owner who may erect signs in connection with the development and sale of said subdivision.

I. Prior to the commencement of construction of any structures on any of said lots, the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and be approved in writing by the undersigned. No lot may be used as a building site if its width has been reduced below its originally platted width unless the undersigned has consented in writing to such reduction. These restrictions shall terminate as to each lot five years after date of the deed from the undersigned to the initial grantee of such lot.

J. A perpetual easement is hereby reserved over and on a five foot strip of land adjoining the rear and side boundary lines of said lots in favor of Sanitary and Improvement District No. 31 of Douglas County, Nebraska to construct surface water drainage swales, tiles and other structures.

K. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of Sanitary and Improvement

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District No. 31 of Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the owner, of all said real estate, has executed these Covenants this 28st day of July, 1964.

WESTWOOD TERRACE, INC.

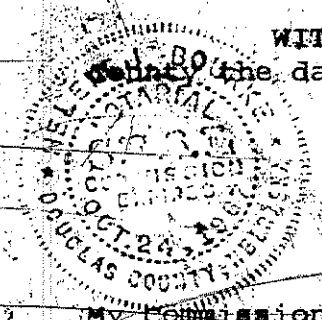
Attest: [Signature] BY [Signature]

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 came Miller R. Seldin, President of WESTWOOD TERRACE, INC., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



[Signature]  
Notary Public

My Commission Expires:  
October 24, 1967

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