

58-2069

RESTRICTIVE COVENANTS

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, 2005:

Lots 1 through 162, inclusive, in Southridge, 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 covenants and either prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any of these covenants by judgement or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used by single-family purposes and for accessory structures incidental to residential use, or for park recreational, church or school purposes.

B. 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.

C. 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. 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 purposes.

D. No junk cars or unlicensed motor vehicles of any kind, or trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Fences may not extend any closer to the front lot line than the front yard building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated, and no outside repair of any automobile will be permitted.

E. Portland concrete public sidewalks, four feet wide shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four feet back of the street curb line.

F. The applicable zoning ordinances of the County of Sarpy shall determine minimum area of building plat, minimum front, rear and side yards, and the minimum square footage requirements for buildings.

G. Notwithstanding the provisions of Paragraphs No. A and F the restrictive provisions for lot use, lot area, side yards, and front yard shall automatically be amended if the governing body of the County of Sarpy shall determine and permit a lesser area or distance or a different use either by means of rezoning or the granting of waivers or special use permits.

H. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designed in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the lots covered by this Declaration.

IN WITNESS WHEREOF, We have executed these covenants on this 25th day of

September, 1985

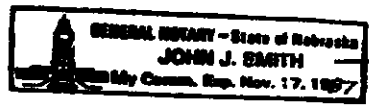
FIELD SARPY CO., NE X Charles G. Smith  
BOOK 88 OF Mac Rec

PAGE 2069  
1985 SEP 27 PM 3:53 X Nellie M. Smith  
Nellie M. Smith

STATE OF NEBRASKA )  
County of Douglas ) Carl J. Hibel  
REGISTER OF DEEDS

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal in said County the day and year last above written.



John J. Smith  
Notary Public

11996

59-2963

NOTICE AND DECLARATION OF ADDITIONAL COVENANT OF  
SOUTHRIDGE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

This notice and declaration, made on the date hereinafter set forth, is made by Charles G. Smith and Construction Sciences, Inc. (CSI), hereinafter referred to as the "Declarants".

PRELIMINARY STATEMENT

1.) WHEREAS, the Southridge subdivision contains 162 lots, and some of these lots have been conveyed by the Declarants to various purchasers prior to the filing of this Notice and Declaration.

2.) WHEREAS, Declarant Charles G. Smith is the owner of the following lots in Southridge:

Lots 1-6, 9-11, 15-27, 29-64, 67-76, 78-90, 94, 95, 99-114, 116-135, 137-139, 142-147, 149, 150, 156 and 158-162, inclusive, all in Southridge, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

3.) WHEREAS, Declarant CSI is the owner of the following lots in Southridge:

Lots 7, 8, 12-14, 28, 91-93, 98, 115, 136, 151 and 153, inclusive, all in Southridge, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

4.) WHEREAS, each Declarant will convey its lots subject to the additional covenant and possible charge set forth in Article I.

NOW, THEREFORE, each Declarant hereby declares that all lots which are owned by each Declarant as described herein shall be held, sold, and conveyed subject to this additional covenant and/or contingent charge. This additional covenant

*filed* 15758

59-270-4

and contingent charge shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described lots, or any part thereof.

DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot in Southridge subdivision, including contract sellers, and excluding those having such an interest merely as security for the performance of an obligation.

B. "Lot" shall mean and refer to any plot of land shown on a recorded subdivision map or plat of Southridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

C. "Declarants" shall mean and refer to Charles G. Smith, his successors and assigns, and CSI, a Nebraska corporation, its successors and assigns.

ARTICLE I

NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE


In the event that ninety (90%) percent of all lots within Southridge subdivision are not improved within five years from the date that Northwestern Bell Telephone Company shall have completed the installation of its distribution system within said subdivision and filed notice of such completion, then every lot that is unimproved at the end of the five-year term shall be subject to a charge of Four Hundred Fifty and no/100 (\$450.00) Dollars by Northwestern Bell Telephone Company or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the city or other appropriate governmental authority.



59-2963

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me,  
this 22 day of September, 1986 by Charles G. Smith.

 GENERAL NOTARY - State of Nebraska  
LYNN W. WHISTON  
My Comm. Exp. 11/11/88

Lynn W. Whiston  
Notary Public

FILED SAMPY CO. NE 8850  
BOOK 59 OF Misc Rec  
PAGE 2963

1986 SEP 24 PM 3:47  
Carl S. Hibbel  
REGISTER OF DEEDS

**RESTRICTIONS**

The undersigned hereby declares that the following covenants, conditions and restrictions shall be binding on all present and future owners of the following described real estate until the expiration of the term hereinafter provided:

Lots 1 through 162, inclusive, in Section 16, Township 16N, Range 10W, in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their assigns, shall violate or attempt to violate any of the provisions herein for any other person or persons owning any part or parts of said lots, proceedings at law or in equity against the person or persons so violating to violate any such covenants and either proving him or them liable for damages or other dues for such violation. In such cases, the cost of such judgment or court order shall in no way affect any of the provisions herein which shall remain in full force and effect.

A. Said lots shall be used by single-family purposes and for accessory structures incidental to residential use, or for park recreational, church or school purposes.

B. 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.

C. 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. 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 purposes.

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E. Portland concrete public sidewalks, four feet wide shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four feet back of the street curb line.

F. The applicable zoning ordinances of the County of Sarpy shall determine minimum area of building plat, minimum front, rear and side yards, and the minimum square footage requirements for buildings.

G. Notwithstanding the provisions of Paragraphs No. A and F the restrictive provisions for lot use, lot area, side yards, and front yard shall automatically be amended if the governing body of the County of Sarpy shall determine and permit a lesser area or distance or a different use either by means of rezoning or the granting of waivers or special use permits.

H. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant, or any person, firm corporation, partnership, or entity designed in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the lots covered by this Declaration.

IN WITNESS WHEREOF, We have executed these covenants on this 25th day of

September, 1985

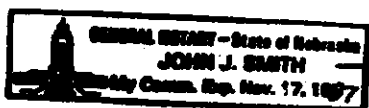
FILED SARPY CO., NE X Charles G. Smith  
BOOK 2069 OF Misc Ac

PAGE 2069  
1985 SEP 27 PM 3:53 X Nellie M. Smith

STATE OF NEBRASKA )  
County of Douglas ) ss. Carl D. Hibel  
REGISTER OF DEEDS

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal in said County the day and year last above written.



Nellie M. Smith  
Notary Public  
11996

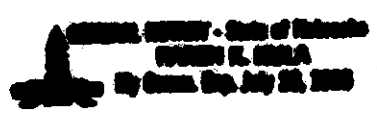
58-465A

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF SARPY )

Before me, the undersigned, a Notary Public in and for said county and state, appeared Charles G. Smith and Nellie M. Smith, to me known to be the identical persons who executed the foregoing instrument and acknowledged their execution to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 13<sup>th</sup> day of March, 1985.

Karen K. Kuhn  
Notary Public



59-2963

NOTICE AND DECLARATION OF ADDITIONAL COVENANT OF  
SOUTHRIDGE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

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*filed* 15758



59-2963 A

and contingent charge shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described lots, or any part thereof.

DEFINITIONS

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Plat and Dedication,  
Filed \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_  
Grants a perpetual easement in favor of  
Omaha Public Power District,  
U.S. West Communications  
Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and/or

for utility, installation and maintenance  
on, over, through, under and across  
or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land abutting  
all cul-de-sac streets.

Any additional info.

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Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants  
Protective Covenants  
or

Dated \_\_\_\_\_ Filed \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_  
Grants a perpetual easement in favor of  
Omaha Public Power District,  
U.S. West Communications  
Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and/or

for utility installation and maintenance  
on, over, through, under and across  
or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land abutting  
all cul-de-sac streets.

Does it include the following ?? Homeowners Association Yes or No. (Circle One)

Does it include the following?? Possible Telephone Connection Charge Yes or No

Any additional info.

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Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_