

29-615

MID-STATES INVESTMENT COMPANY

PROTECTIVE COVENANTS FOR
SUN VALLEY SUBDIVISION, IN
SARPY COUNTY, NEBRASKA.

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

That the Mid-States Investment Company, a Nebraska corporation, the title owner of the land and lots contained in the subdivision known as SUN VALLEY located in Sarpy County, Nebraska, said subdivision being located within the W. 1/4 of the N.E. 1/4 and the east twenty (20) acres of the N.W. 1/4 or Section 18, in Township fourteen N, Range thirteen East of the 6th P.M., in Sarpy County, Nebraska, does hereby mutually covenant and agree, pursuant to a general plan of improvement and development of said subdivision, and for valuable consideration, as follows:

1. All lots in Sun Valley, a subdivision in Sarpy County, Nebraska shall be known and described as residential and shall be used for residential purposes only, except that parcel set aside and designated on the Plat of said subdivision filed of record on July 6, 1961 in Sarpy County, Nebraska, and numbered Lot Three hundred and ninety-two (392) which has been approved as commercial and may be used for commercial purposes or for any use permissible under the applicable zoning.

2. The main floor of all single story and one and one half story dwellings shall cover a ground area of not less than eight hundred square feet, exclusive of garages and porches, and the main floor of all dwellings of two stories shall cover a ground area of not less than seven hundred and fifty square feet exclusive of garages and porches. No dwellings of more than two stories shall be erected on any residential lot.

(a) Any dwelling that does not have a basement under it of at least fifty percent of the main floor area shall cover a ground area of eight hundred square feet or more.

(b) In the construction of any house on any lot where no garage or car port is provided at the time of construction there shall be provided a driveway on one side of the house of a minimum of ten feet so that a garage might be built at a later date if desired.

(c) The side or sides of any house constructed on any lot shall not be closer than five feet from the lot line.

3. A five foot easement across and along the rear or side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of electric and communication lines and for the erection of poles thereon, and for access thereon.

4. No illegal or offensive activity shall be carried on upon any lot nor shall anything be done thereon which is, or may become, a continuing nuisance or annoyance to the neighborhood. Nor shall any yard be used to store old lumber, wrecked autos, or other salvage materials.

5. No building shall be located on any lot designated residential nearer than 25 feet from the front line thereof. For the purpose of this covenant, awns, steps and open porches shall not be considered as a part of the building.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporary or permanently.

27-615

MID-STATES INVESTMENT COMPANY

PROTECTIVE COVENANTS FOR
SUN VALLEY SUBDIVISION, in
SARPY COUNTY, NEBRASKA.

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS:

That the Mid-States Investment Company, a Nebraska corporation, the title owner of the land and lots contained in the subdivision known as SUN VALLEY located in Sarpy County, Nebraska, said subdivision being located within the W. 1/4 of the N.E. 1/4 and the east twenty (20) acres of the N.W. 1/4 or Section 18, in Township fourteen N, Range thirteen East of the 6th P.M., in Sarpy County, Nebraska, does hereby mutually covenant and agree, pursuant to a general plan of improvement and development of said subdivision, and for valuable consideration, as follows:

1. All lots in Sun Valley, a subdivision in Sarpy County, Nebraska shall be known and described as residential and shall be used for residential purposes only, except that parcel set aside and designated on the Plat of said subdivision filed of record on July 6, 1961 at Sarpy County, Nebraska, and numbered Lot Three Hundred and Eighty-two (382) which has been approved as commercial and may be used for commercial purposes or for any use permissible under the applicable zoning.

2. The main floor of all single story and one and one half story dwellings shall cover a ground area of not less than eight hundred square feet, exclusive of garages and porches, and the main floor of all dwellings of two stories shall cover a ground area of not less than seven hundred and fifty square feet exclusive of garages and porches. No dwellings of more than two stories shall be erected on any residential lot.

(a) Any dwelling that does not have a basement under it of at least fifty percent of the main floor area shall cover a ground area of eight hundred square feet or more.

(b) In the construction of any house on any lot where no garage or car port is provided at the time of construction there shall be provided a driveway on one side of the house of a minimum of ten feet so that a garage might be built at a later date if desired.

(c) The side or sides of any house constructed on any lot shall not be closer than five feet from the lot lines.

3. A five foot easement across and along the rear or side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation and repair of electric and communication lines and for the erection of poles thereon, and for access thereto.

4. No illegal or offensive activity shall be carried on upon any lot nor shall anything be done thereon which is, or may become, a continuing nuisance or annoyance to the neighborhood. Nor shall any yard be used to store old lumber, wrecked autos, or other salvage materials.

5. No building shall be located on any lot designated residential nearer than 35 feet from the front line thereof. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporary or permanently.

FILED FOR RECORD IN SARPY COUNTY, NEBRASKA, *True Copy* April 18, 1962 at 7:30 a.m. P.M.
AND RECORDED IN BOOK 29 OF 175 PAGE 615 *Edwin Hoff* COUNTY CLERK. 50

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Protective Covenants

- 7. Dwellings constructed in another addition or location shall not be moved to or upon any lot within this addition; however, this shall not be interpreted to forbid a manufactured house from being erected herein.
- 8. Public concrete sidewalks four feet wide by four inches thick shall be installed in front of each improved lot and on side streets of improved corner lots. Walks shall be located one (1) foot outside the lot line.
- 9. The restrictions herein set forth shall run with the land and be binding upon all persons for a period of twenty-five years after the date hereof.
- 10. The provisions hereof shall bind and inure to the benefit of the undersigned, its successors and assigns and all their grantees both immediate and remote, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots above described.
- 11. The provisions herein are in pursuance of a general plan of improvement and development. Each provision is several and separable and invalidation of any such provision or provisions shall not affect the validity of any other provision.
- 12. Nothing contained in this instrument shall be in any way construed as imposing upon the undersigned or its successors in interest, any liability, obligation or requirement for the enforcement of any provision or provisions herein contained.

MID-STATES INVESTMENT COMPANY,

A Corporation,

By Millard H. Krasne
Millard H. Krasne, President.

Attest:

Sara R. Krasne
Sara R. Krasne, Secretary.

STATE OF NEBRASKA,
County of Douglas.) ss.

On this 18th day of April 1962, before me,

Velma H. Flake, a Notary Public in and for Douglas County, Nebraska, personally appeared Millard H. Krasne, President of Mid-States Investment Company, and acknowledged and signed the foregoing document as the voluntary act of himself and as and for the act and deed of the Mid-States Investment Company, a Nebraska Corporation.

Velma H. Flake
Notary Public

My Commission expires Oct. 4, 1963.



Sun Valley

Plat and Dedication
Filed 7-6-01 in Book 3 at Page 142, 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,

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

X Protective Covenants filed 4-18-02 Book 29 Page 615

or
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 5 easement along Road 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 (Circle One)

Any additional info.
for construction, maintain, operation, repair of
electric and communication lines and for the erection
of poles thereon on for access thereto

Easement Right of Way 12, 2nd 3rd or _____ Amendment to
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____
