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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, 2000:

Lots One (1) through Four Hundred Seventy Nine (479), both inclusive, in Brookhaven 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 covenants and either prevent him or them from so doing or to recover damages or other dues for such violations.

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 purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes, as allowed under the current R-5 zoning applicable at the date hereof.
- 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 outbuildings 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. Once construction of a dwelling has been commenced, outside framing of same must be completed within nine (9) months thereafter. 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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D. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Outside trash containers are prohibited unless enclosed in a fully fenced-in area. Fences may only be located around the perimeter of the rear yard and 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 by  $3\frac{1}{8}$  inches thick, 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, and shall be completed before occupancy or use of the main structure.

F. The following building restrictions for single-family dwellings shall apply to lots 193 through 300, inclusive.

1. The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 1,050 square feet on the main floor for a one-story house or a bi-level house (below grade space will not be counted when computing square footage for a one-story house); 1,050 square feet throughout the house for a tri-level or split-level house. The foundation walls for all houses must enclose a ground area of not less than 800 square feet. In addition, each single-family dwelling shall provide fully enclosed parking space for at least one (but not more than three) cars.
2. The applicable zoning ordinances of the City of Omaha shall determine minimum area of building plot and minimum front and rear yards.
3. The minimum side yard shall be seven (7) feet. (Kingwalls shall be permitted on the side yard restriction area).

G. The following building restrictions for single-family dwellings shall apply to Lots 1 through 191 inclusive and lots 301 through 479 inclusive:

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1. The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 900 square feet on the main floor for a one-story house or a bi-level house (below grade space will not be counted when computing square footage for a one-story house); 900 square feet throughout the house for a tri-level or split-level house. The foundation walls for all houses must enclose a ground area of not less than 800 square feet. In addition, each single-family dwelling shall provide fully enclosed parking space for at least one, but not more than three, cars.
2. The applicable zoning ordinances of the City of Omaha shall determine minimum area of building plot and minimum front and rear yards.
3. The minimum side yard shall be five (5) feet.

IN WITNESS WHEREOF, Charles G. Smith and Nellie M. Smith, husband and wife, being the owners of all said real estate, have executed these covenants this 2nd day of May, 1978.

LANDCO  
51 Charles G. Smith

Nellie M. Smith

STATE OF NEBRASKA) )  
 ) ss  
COUNTY OF DOUGLAS)

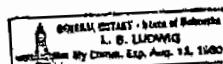
On the day and year last above written, before me, the undersigned, a Notary Public, in and for said County, personally came CHARLES G. SMITH and NELLIE M. SMITH, husband and wife, to me personally known to be the identical persons whose names are affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be their voluntary act and deed.

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

*L. B. Lindsey*  
McLamy Public

### My Commission Expires

8/22/89



RECEIVED  
1979 APR 24 PM 3:24  
C. RAYMOND WOTLER  
KIDNAPPER OF DEESE  
DOUGLAS COUNTY WASH

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