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Doc#131

COMPARED

Howard Emerson Wiles, Jr. and Norma Lea Wiles, husband and wife,

> TO The Public

RESTRICTIVE COVENANTS FOR ROX RIDGE ACRES, A Sub-Division in Cass County, Nebraska

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and duture owners of all or any part of the following described real estate until January 1, 1993.

Lots 1 through 15 inclusive, Rox Ridge Acres, a subdivision in the SW_4^1 of the NW_4^1 , Sec. 36, Twp. 12 N., Rge. 13 E. of the 6th P.M., Cass 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 resident use.
- B. No building shall be located on any plot nearer than 50 feet to the front line of the building plot, nor shall any building except a detached garage, be located nearer than 25 feet to any side line of any building plot.
- C. No noxious or affensive 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. That no inoperable automobile may be stored overnight anywhere within the boundaries of this addition.
- 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 floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 1,500 square feet for a one-story structure nor less than 900 square feet for a one and one-half story or taller structure. The main floor of a house with basement garage must contain at least 1,500 square feet of enclosed living space. Each dwelling must have gatage for at least two cars. If a substantial part of the above grade foundation wall of the front elevation of any residence shall be exposed the undersigned reserves the right to require that such front elevation exposed foundation wall shall be faced with brick, stone or brick veneer construction or some combination thereof. All exposed foundation walls of concrete blocks or concrete must be painted.
- F. A perpetual license and easement is granted for the use and benefit of all present and future owners of lots in said subdivision to applicable local utility companies and their successors and assigns to erect, operate, maintain, repair and renew cables, conduits, and poles with the necessary supports, sustaining wire, cross arms, guys and anchors and other instrumentalities both above and below ground and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for telephone service above, upon and under a 5 foot strip of

land adjoining the rear and side boundary lines of all lots and said easement is granted upon the specific condition that if any utility company fails to construct the permitted equipment within 36 months within the date hereof or following construction the same are removed without replacement within 60 days after their removal, then this easement is automatically terminated and shall become void as to such unused or abandoned easement ways.

- G. No platted lots may be subdivided in order to provide a buildable area which is smaller than the largest of the originally platted lots before being divided.
- H. All fuel oil tanks on any lot shall be buried. No hedge, wall, fence, steps or other construction except for driveway or sidewalk purposes shall be placed or maintained forward of the front dwelling line. Playground equipment and basketball goals shall not be located forward of the front dwelling line. No garbage, ash, refuse receptacles or propane tanks shall be placed or left on any lot so as to be exposed to public view or become a nuisance. No trailer, boat, recreation vehicle or commercial or farm vehicle may be stored overnight forward of the front line of any dwelling or within 25 feet to any side line of any building plot.
- 1. The exterior design of all structures and the grading plans must be approved in writing by the undersigned before construction commences.
- J. No animals or poultry of any kind other than house pets shall be kept or maintained overnight on any building site unless the undersigned or a committee appointed by them has adopted, in writing, a policy permitting the same and shall provide notice to all lot owners of the adoption of said policy.
- K. Invalidation of any one of these covenants or any part thereof by judgment, Court order or otherwise shall in no way affect any other of the provisions hereof which shall remain in full force and effect.

Howard Emerson Wiles, Jr.

Mormo-Lea Wille

Norma Lea Wiles

STATE OF NEBRASKA)

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COUNTY OF CASS)

Now on this // day of April, 1973, there appeared before me the undersigned Notary Public, Howard Emerson Wiles, Jr. and Norma Lea Wiles, husband and wife, known to me to be the identical persons who executed the foregoing instrument and who acknowledged the execution thereof to be their voluntary act and deed.

HERBERT J. ELWORTH
GENERAL NOTARY-STATE OF NEBR.
MY COMMISSION EXPINES
NOV. 21, 1976

Notary Public

Rox Ridges acres

Plat and Dedication Filed 3, in Book 8. t Page 3, Instrument No. Grants a perpetual casement 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,
dedicate to the public for public use the streets

Declaration of Covenants, Conditions, Restrictions and Easements, Restrictive Covenants Protective Covenants or
Filed 4-1-13, in Book 15 at Page 125, Instrument No. 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
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) for utility,
Does it include the following?? Yes of No (Circle One) Also grants an easement to Metropolitan Utilities District 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. Companies for light, heat and power and for telephone strucces
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Easement Right of Way 1 st , 2 nd 3 rd or Amendment to
Ease 15-402 filed 7-30-73 Copy

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