

92-26749

DECLARATION OF  
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:

Lots 1 - 13, and 18 - 132 inclusive, in Oakridge, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any 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.

B. No noxious or offensive trade or activity shall be carried on upon any lot 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.

D. 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.

E. 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 full 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 yards 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.

F. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

G. All houses built on any lot described in these covenants shall have at least a one-car garage.

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H. 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.

I. The applicable zoning ordinances of the public agency having zoning authority shall determine minimum area of building plot and minimum front, side and rear setbacks.

J. There shall be a 6 foot high solid board fence constructed on the rear perimeter lot line of Lots 1 through 12. The owner of any such lot shall at his sole expense maintain and keep such fence in good order, including removal of graffiti and the prevention of placing signs, banners, or any such thing on the fence, and repair and replace the same with the same style and equal quality fence when and if reasonably necessary.

K. CSI, its successors, and/or assigns shall be allowed to operate and maintain model homes in the subdivision. This right does not expire with the sale of the last buildable lot in the subdivision.

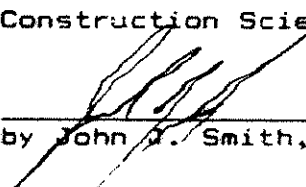
L. Notwithstanding the provisions of Paragraphs No. "A" and "K", the restrictive provisions for lot use, lot area, sideyards, and front yard shall automatically be amended if the public agency having zoning authority shall determine and permit a lesser area, a lesser distance, or a different use either by means of rezoning or the granting of waivers or special use permits.

M. 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 designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owner or owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

N. Nothing herein contained shall in any way be construed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

IN WITNESS WHEREOF, Construction Sciences, Inc., being the owner of all said real estate, has executed these Covenants, this 21<sup>st</sup> day of November, 1992

Construction Sciences, Inc., a Nebraska Corporation

  
by John A. Smith, President



southwest corner of Lot 22, Lookingglass Heights, a subdivision located in the NW 1/4 of said Section 9, and said point also being the point of beginning; thence continuing N89°51'26"E along said North line of the SW 1/4 of Section 9, a distance of 1547.03 feet; thence S13°40'02"E, a distance of 1323.92 feet to a point on the South line of said North 1/2 of the SW 1/4 of Section 9; thence S89°55'16"W along the South line of said North 1/2 of the SW 1/4 of Section 9, a distance of 1661.70 feet to a point on said East right-of-way line of 36th Street, said point also being the Northwest corner of Lot 1, Helwig's acres, a subdivision located in said South 1/2 of the SW 1/4 of Section 9; thence along said East right-of-way line of 36th Street on the following described courses; thence N03°05'55"E, a distance of 222.00 feet; thence N00°58'25"W, a distance of 1000.35 feet; thence N19°41'52"E, a distance of 103.84 feet to the point of beginning.

Said tract of land contains an area of 48.950 acres, more or less.

Robert Clark  
Robert Clark, LS-419

12-6-91  
Date

DEDICATION

Know all men by these presents that we, Richard G. Schuemann and Janice Schuemann, husband and wife, Robert H. Schuemann, a single person, and Catholic Archbishop of Omaha, Inc., owners of the property described in the Certification of Survey and embraced within this plat have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as OAKRIDGE (lots numbered as shown), and we do hereby ratify and approve of the disposition of our property as shown on this plat, and we do hereby grant the easements as shown on this plat, we do further grant a perpetual easement to the Omaha Public Power District, US West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five (5) foot wide strip of land abutting all front and side boundary lot lines; and eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. The sixteen (16) foot wide easement may be reduced to eight (8) foot wide when the adjacent land is surveyed, platted and recorded. We do further grant a perpetual easement to Metropolitan Utilities District of Omaha or Peoples Natural Gas, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants, valves and other related facilities, and to extend thereon pipes for the transmission of gas and water on, over, through, under and across a five (5) foot wide strip of land abutting all streets, avenues and circles, whether public or private. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, we do set our hand this 8<sup>TH</sup> day of JAN., 1992.

Richard G. Schuemann  
RICHARD G. SCHUEMANN

Janice Schuemann  
JANICE SCHUEMANN

CATHOLIC ARCHBISHOP OF OMAHA, INC.

Robert H. Schuemann  
ROBERT H. SCHUEMANN

David J. Schuman  
By:



ELLIOTT & ASSOCIAT

OAKRIDGE

BELLVIEW NEBRASKA

FINAL PLAT