PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR COUNTRY CLUB VIEW, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

Country Club View, Inc., a Nebraska corporation having its place of business in Douglas County, Nebraska, hereinafter called "the Company"; Robert E. Wear and Frances R. Wear, husband and wife; Robert J. Prendergast and Maxine Prendergast, husband and wife; Frank J. Wear and Marjorie H. Wear, husband and wife, and Joseph F. Zezulak and Ramona Zezulak, husband and wife, hereby adopt and impose upon each and all of the lots in Country Club View, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, the following covenants, conditions, restrictions and easements for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots:

1. Except as provided in paragraph 2 hereof, said lots shall be used only for single-family residential purposes, and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential use. The term "lot", as used herein, shall mean a lot as now platted in said subdivision or an ownership of parts of two adjoining lots, the total width of which at the front lot line shall not be less than the width at the front lot line of either of the lots comprising a part of such ownership, or all of one lot as now platted in said subdivision and part or parts of one or more adjoining lots.

2. The Company reserves the right to sell, convey or dedicate any portion or portions of said real estate for any church, school, park or other public purposes, and any portions of said real estate thus sold, conveyed or dedicated for such purposes shall not be subject to or governed by the provisions contained in paragraphs 1 and 3 hereof.

3. The ground floor enclosed area of any single-family dwelling, exclusive of open porches, open breezeways, basements and garages, shall not be less than:

(a) Twelve hundred (1200) square feet for any dwelling on Lots One (1), Twenty-Three (23), Twenty-Four (24) and Twenty-Nine (29) in Block One (1) of said subdivision; Lots One (1), Eleven (11), Twelve (12) and Nineteen (19) in Block Two (2) thereof, and Lots One (1) and Five (5) in Block Three (3) thereof. Each such dwelling must have an attached private garage providing enclosed space for at least two automobiles (each automobile space to be of a minimum size of 10 feet by 20 feet).

(b) One Thousand (1000) square feet for any dwelling on a lot not listed in clause (a) of this paragraph. Each such dwelling must have an attached private garage providing enclosed space (as that term is hereinbefore defined) for at least one automobile.

All setbacks and front, side and rear yard dimensions shall comply with the applicable requirements of zoning ordinances of the City of Omaha, as in effect from time to time. However, if the Board of Appeals of the City of Omaha shall permit a lesser setback or front, side or rear yard for any lot, then as to such lot the determination of said Board shall govern.

4. At least one-half (1/2) of the exterior wall surface, exclusive of windows and doors, of all dwellings constructed on lots zoned Second Residential and fronting on Girard Avenue shall be of brick, brick veneer, stone or stone veneer. In the case of dwellings on lots zoned Third Residential, the exposed foundations thereof above finished grade shall be constructed of or faced with brick or stone. Prior to the completion of any dwelling on a lot adjoining the right of way of the Chicago & Northwestern Railway Company, a fence, of a type, quality and height approved in writing by the Company, shall be erected along the rear boundary line of such lot.

5. No structure of any kind shall be commenced, erected, placed or altered on any lot unless and until the plans and specifications therefor and a plot plan showing location and elevations of such structure have been submitted to and received prior written approval of the Company as to conformity and harmony of design, location and grades with then existing structures on other lots in said subdivisions. The provisions of this paragraph shall be in effect from the date hereof until the Company shall either be dissolved or shall file in the office of the Register of Deeds of Douglas County, Nebraska a written release of said provisions. The term "structure" as used herein refers to and includes anything constructed or erected, the use of which requires location on the ground or attachment to something located on the ground. Failure of this Company to approve or disapprove such plans, specifications and plot plan for any lot within thirty (30) days after submission thereof to the Company shall operate to release such lot from the provisions of this paragraph.

6. Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof.

7. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said subdivision, said license being granted for the use and benefit of all present and future owners of lots in said subdivision.

8. 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.

9. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence. Dwellings constructed in another addition or location shall not be moved to any lot within this subdivision. 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 purpose. No fence shall be erected or permitted to remain on any lot in front of the minimum building setback line applicable thereto.

10. No lot shall be used or maintained as a dumping ground or place for rubbish, trash, garbage or other waste. All incinerators, containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. The provisions herein contained shall be binding upon, inure to the benefit of and apply to the undersigned, their respective heirs, executors, administrators, successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots in Country Club View until January 1, 1988, at which time said provisions shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their respective heirs, executors, administrators, successors and assigns, or their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent or restrain such violation or threatened or attempted violation, to recover damages therefor, and to have such other relief and remedies as law or equity may allow.

12. The provisions herein contained are in pursuance of a general plan of improvement and development; each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision. The Company reserves and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots in cases where the Company, in its discretion, deems it necessary or advisable because of special circumstances, or to prevent hardship, or for any other reasons considered sufficient by the Company.

13. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions.

IN WITNESS WHEREOF, the undersigned, being the owners of all of said lots, have caused these presents to be duly executed this 30th day of September, 1963.

COUNTRY CLUB VIEW, INC.

By _____
President

Attest: _____
Secretary

18 Misc

RECEIVED

1963 OCT. 1 PM 4 05

THOMAS J. O'CONNOR
REGISTER OF DEEDS

402 Misc
697

Wean Co
1729 [illegible]
74-653
658
660
661
663
665
668
669

402 PAGE 701