

29-1-99

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS; That whereas the undersigned are the owners of Lots 1 to 64 inclusive, in Birchcrest Addition to the City of Bellevue, Sarpy County, Nebraska.

NOW THEREFORE, the following restrictions and Protective Covenants are hereby placed on Lots 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, in said addition.

1. None of the above mentioned lots shall be used except for residential purposes. No building shall be erected, altered, placed, used or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.

2. In any case, no dwelling shall be permitted on any lot mentioned above having a ground floor-square foot area of less than 850 square feet in the case of a one-story structure or the ground floor area of a two story house shall not be less than 720 square feet exclusive of porches and garages.

3. In any event, no building shall be located on any lot mentioned above, nearer than 25 feet to the front lot line, minimum set back from front lot line. No building shall be located on a lot nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a 3 foot side yard shall be permitted for a garage or other accessory building located 10 feet back of the main residential building. If the undersigned owners of said property shall determine that the restrictive provisions for building sizes, lot area, location of public sidewalks, side yards are not adequate or satisfactory for the best development of the addition, the owners may permit an alteration or change of the same, provided said change or alteration shall conform to and with the Building Permit issued by the City of Bellevue. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building.

FILED FOR RECORD IN SARPY COUNTY NEBR. 4-17-1963 AT 10:00 A.M.  
AND RECORDED IN BOOK 29 PAGE 19 BY COUNTY CLERK \$ 7.57

WISCONSIN

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provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 5500 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat and over the rear 5 feet of each lot.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

7. Concrete public sidewalks shall be constructed in front of each built-upon lot, specifications and location as directed by Bellevue City Engineer. Such walks shall be built by the then owner of the lot at the time of completion of the main structure upon the lot.

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

8. 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 that they are not kept, bred or maintained for any commercial purpose.

#### GENERAL PROVISIONS:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part except in the manner specifically provided under Paragraph No. 3 on page one hereof.

2. No building shall be erected, constructed,

WISCONSIN ANTI-SLUTS 200

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altered, placed or permitted to remain on any lot in said Addition herein described until the plans and specifications have been approved in writing by Woodlawn Homes Inc. and Sarpy Sales Inc.

3. Enforcement shall be by proceeding at law, or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages.  
4. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The foregoing Protective Covenants to run with the land herein described were duly adopted by resolutions of the Woodlawn Homes Inc. and Sarpy Sales Inc., at special meetings of the Board of Directors of said corporations held in the City of Bellevue, Sarpy County, Nebraska, on the 15th day of March, 1962.

SARPY SALES, INC.

*Gerald E. Collins*  
Secretary

BY *G. E. Collins*  
President

WOODLAWN HOMES, INC.

BY *G. E. Collins*  
President



*Gerald E. Collins*  
Secretary

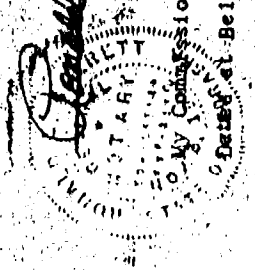
STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

GERALD E. COLLINS, being first duly sworn upon oath, deposes and says that he is the Secretary of Sarpy Sales Inc., that the aforesaid Restrictive Covenants were duly adopted by a Resolution of the corporation at a special meeting of the Board of Directors

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of said corporation, held March 15, 1962, and directed to record the same with the County Clerk of Sarpy County, Nebraska.



*Ronald L. Stewart*  
Notary Public

*F. Hoyte Freeman*  
Secretary



My Commission expires September 3, 1962  
Dated at Bellevue, Sarpy County, Nebraska, this 15th day of March, 1962.

STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss.

F. HOYTE FREEMAN, being first duly sworn upon oath, deposes and says that he is the Secretary of the Woodlawn Homes Inc., that the aforesaid Restrictive Covenants were duly adopted by a resolution of the corporation at a special meeting of the Board of Directors of said corporation, held March 15, 1962, and as Secretary was directed to record the same with the County Clerk of Sarpy County, Nebraska.



*Ronald L. Stewart*  
Notary Public

By *F. Hoyte Freeman*  
Secretary

My Commission expires September 3, 1962

Dated at Bellevue, Sarpy County, Nebraska, this 15th day of March, 1962.

