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PROTECTIVE COVENANTS AND EASEMENTS

THESE 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, 1980: Lots 1 through 20 inclusive, 43 through 50 inclusive, 78 through 83 inclusive, and 197 through 203 inclusive, all in Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska; at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns shall violate, or attempt to violate, any of the Covenants herein, it shall be lawful for any person or persons owning any real property situated in said Development or Sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such Covenants, and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any of these Covenants by judgment or Court Order shall in no wise effect any of the other provisions herein contained, which shall remain in full force and effect.

- A. (1) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered or placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
- (2) Notwithstanding the foregoing, the undersigned reserve the right to sell, convey or dedicate any portion or portions of said real estate for Church, School, Park, Library, Museum, Private Non-Profit Clubs, or other public purposes, and any portions of said real estate so sold, conveyed or dedicated by the undersigned for such purposes shall not be subject to the restrictions herein contained.
- B. No building shall be located on any lot nearer than 25 feet to its front and rear lot lines, or nearer than 12 feet to any side street line, or nearer than 6 feet to any interior lot line. However, accessory buildings may be located not closer than 3 feet to the rear and side lot lines. Accessory buildings, except private attached garages, shall be located in back of the houses, and not closer than 10 feet to the rear of the dwellings. For the purposes of this covenant, eaves, steps, open porches and stoops shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- C. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.
- D. Public concrete sidewalks 4 feet wide by 4 inches thick shall be installed in front of each improved lot; and on side streets of improved corner lots, except corner lots that side into Harrison Street and corner lots that side into 36th Street and into Chandler Road. The sidewalk edge nearest the lot line shall be located one foot outside the lot line. Such sidewalks shall be installed at time of completion of the main structure upon each lot.
- E. 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 other owners or occupants of the real estate included in this instrument.
- F. No trailers, basements, basement houses, tents, stacks, garages, barns, or other outbuildings erected in the tract 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.

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day Dec 19 1982 at 1:12 M. Esther Huff, County Clerk 330

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- G. Dwellings constructed on another addition or location shall not be moved to any lot within this addition.
- H. 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.
- I. The ground area of the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet in the case of a one-story structure, nor less than 750 square feet in the case of a one and one-half or two story structure, exclusive of porches and garages.
- J. A perpetual easement is hereby granted to the Omaha Public Power District, a political subdivision of the State of Nebraska, and to Northwestern Bell Telephone Company, a corporation, and to their respective successors and assigns, to erect and maintain electrical and telephone utilities over the rear five feet of each lot and over three feet adjoining the side lot lines of Lots, described as follows:

The West 3 feet of Lot 50, being the line
between Lot 49 and Lot 50; and the West property lines of
Lots 78 and 83.

- K. A perpetual easement is hereby granted to Sanitary and Improvement District #3 of Sarpy County, Nebraska, over and upon the Southerly five feet of Lot 3 and the Northerly five feet of Lot 2 for construction and maintenance of a sewer.

APPROVED AND SIGNED as to the property described above, by the undersigned, being owner of all of said property:

Lots 1 through 20 inclusive, 43 through 50 inclusive, 78 through 83 inclusive, and 197 through 203 inclusive, Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska.



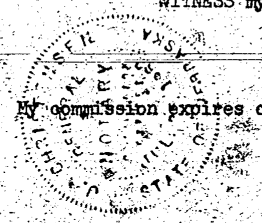
BELLEVUE CONSTRUCTION CO.
H. P. Farber
 Vice-President

Attest: *Anne S. Schwartz*
 Secretary

STATE OF NEBRASKA)
) SS:
 COUNTY OF DOUGLAS)

On this 2nd day of December, A.D., 1959, before me, a Notary Public in and for said County, personally came the above named H. P. FARBER, Vice President, and ANNE S. SCHWARTZ, Secretary of BELLEVUE CONSTRUCTION CO., who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and Secretary of said corporation, and they acknowledge the said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the date last aforesaid.



J. Christensen
 Notary Public

My commission expires on the 25th day of July, 1962.