

26-358

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 21 through 42 inclusive, 51 through 77 inclusive, 84 through 196 inclusive, and 207 through 267 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 Subdivision 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 structure 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; except that multiple-family dwellings may be erected on Lots 207 to 220, inclusive, with a private garage for each dwelling unit.
- (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.

Entered in Numerical Index and Recorded in the Register of Deeds Office in Sarpy County, Nebraska
5 day May 1960 at 9:45 A.M. Esther Ruff, County Clerk. 6 90

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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, shacks, 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.

G. Dwellings constructed in 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 Northwestern Bell Telephone Co., a corporation, and to its successors and assigns, to erect and maintain telephone utilities along, over and under:

The West 5 feet of Lots 18, 45, 51, 77, 140, 219 and 241.

The East 5 feet of Lots 170, 174, 218 and 240.

The South 5 feet of Lots 258 and 261.

The North 5 feet of Lots 259 and 260.

K. 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 along, over and under:

The rear 5 feet of each lot except Lots 21 to 29 inclusive.

The East 5 feet of Lots 28, 35, 61, 67;
5 feet of that part of Lot 93 adjacent to Lot 94,
5 feet of that part of Lot 67 adjacent to Lot 66,
5 feet of that part of Lot 124 adjacent to Lot 128,
5 feet of that part of Lot 220 adjacent to Lot 222,
5 feet of that part of Lot 29 adjacent to Lot 30,
5 feet of that part of Lot 34 adjacent to Lot 33.

The West 5 feet of Lots 29, 30, 34, 62, 155 and 260.

The North 5 feet of Lots 109 and 155;
5 feet of that part of Lot 106 adjacent to Lot 108,
5 feet of that part of Lot 124 adjacent to Lot 128,
5 feet of that part of Lot 141 adjacent to Lot 140,
5 feet of that part of Lot 169 adjacent to Lots 170 and 171,
5 feet of that part of Lot 175 adjacent to Lot 174,
5 feet of that part of Lot 155 adjacent to Lot 156

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The South 5 feet of Lots 108, 110, 154;
5 feet of that part of Lot 243 adjacent to Lot 241,
5 feet of that part of Lot 238 adjacent to Lot 240.

The East 2 feet of Lot 128,
2 feet of that part of Lot 156 adjacent to Lot 155,
2 feet of that part of Lot 189 adjacent to Lot 187,
2 feet of that part of Lot 187 adjacent to Lot 189,

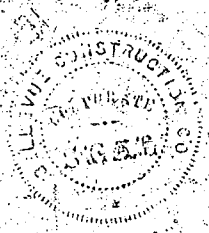
The West 2 feet of Lot 129.

The North 2 feet of Lots 65, 66, 147, 158, 179, 185, and 258.

The South 2 feet of Lots 64, 66, 94, 146, and 178.

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

Lot 207, Lots 21 to 42 inclusive, 51 to 77 inclusive, 84 to 196 inclusive, and 213 to 267 inclusive, Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska.



BELLEVUE CONSTRUCTION CO.

by [Signature]
Vice-President

Attest: Anne S. Schwartz
Secretary

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 18th day of April, A.D., 1960, before me, a Notary Public in and for said County, personally came the above named R. 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.

[Signature]
Notary Public

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

APPROVED and signed as to the property described above, by the undersigned, being the owners of all of said property:

As to Lot 208, Chandler Acres, an addition as surveyed, platted and recorded, Sarpy County, Nebraska.

[Signature]
Howard B. Westering

[Signature]
Elaine F. Westering

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As to Lot 209, Chandler Acres, an addition as surveyed, platted and recorded, Sarpy County, Nebraska.

Anne S. Schwartz
Anne S. Schwartz

Phil D. Schwartz
Phil D. Schwartz

As to Lot 210, Chandler Acres, an addition as surveyed, platted and recorded, Sarpy County, Nebraska.

C. B. Farber
C. B. Farber

Virginia H. Farber
Virginia H. Farber

As to Lot 211, Chandler Acres, an addition as surveyed, platted and recorded, Sarpy County, Nebraska.

Betty Jo Vosika
Betty Jo Vosika

Duane H. Vosika
Duane H. Vosika

As to Lot 212, Chandler Acres, an addition as surveyed, platted and recorded, Sarpy County, Nebraska.

Wallace W. Tiller
Wallace W. Tiller

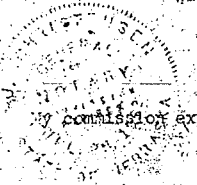
Mildred L. Tiller
Mildred L. Tiller

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 27 day of April, A.D., 1960, before me a Notary Public in and for said County, personally came the above named Phil D. Schwartz and Anne S. Schwartz, husband and wife; Wallace W. Tiller and Mildred L. Tiller, husband and wife; Betty Jo Vosika and Duane H. Vosika, wife and husband; Howard E. Westering and Elaine F. Westering, husband and wife and C. B. Farber and Virginia H. Farber, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and official seal the date aforesaid.

J. Christensen
Notary Public



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