

32-386

PROTECTIVE COVENANTS

REPLAT OF BLOCK 25, IN THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA

PART A. PREAMBLE

Effective beginning the 3rd day of October 1963, by Richard J. Reicks and Mary L. Reicks, husband and wife; William M. Robinson and Dorothy M. Robinson, husband and wife; Charles O. Bell and Phyllis J. Bell, husband and wife; and Thomas M. Burgin and Dorothy Burgin, husband and wife; to apply to the replat of Lots 1 through 9, together with the vacated 17 feet of the streets and avenues adjacent on all sides, and the vacated alley, all in Block 25, in the City of Bellevue, Sarpy County, Nebraska.

PART B. RESIDENTIAL AREA COVENANTS

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 stories in height and a private garage for not more than two cars.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 900 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

3. All building plans and elevations shall meet with the approval of the developer.

4. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17.5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a three-foot side yard shall be permitted for a detached garage or other accessory building located 40 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as 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.

5. 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 7,000 square feet, except the existing dwelling on the north 48 feet of Lot 1 fronting on Warren Street.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 8 feet of each lot.

7. 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.

RECORDED IN SARPY COUNTY NEBR. Oct 11, 1963 AT 1:30 P.M.

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- 8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.
- 9. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
- 10. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots.
- 11. 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.

Part C. 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 the 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 lot has been recorded, agreeing to change said covenants in whole or in part.
- 2. Enforcement shall be by proceedings 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.
- 3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Richard J. Reicks
Mary L. Reicks
William M. Robinson
Dorothy M. Robinson

Richard J. Reicks
Mary L. Reicks
William M. Robinson
Dorothy M. Robinson

STATE OF NEBRASKA, COUNTY OF SARPY:

Before me, a notary public qualified for said county, personally came Richard J. Reicks and Mary L. Reicks, husband and wife; William M. Robinson and Dorothy M. Robinson, husband and wife; Charles O. Bell and Phyllis J. Bell, husband and wife; and Thomas M. Burgin and Dorothy Burgin, husband and wife; known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on October 3, 1963
Gordon W. Jordan Notary Public

My commission expires May 15, 1968

