

Rel Ca
23
24
24

PROTECTIVE COVENANTS and EASEMENTS.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1978, 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 other 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 any such Covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

Invalidation of any 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.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars.

B. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 10 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 detached garage or other accessory building located 70 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.

C. No dwelling shall be erected or placed on any lot having a width of less than 55 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. 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.

E. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

F. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

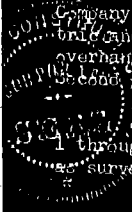
G. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

H. The ground area of the main structure, exclusive of one-story open porches and garages, shall be not 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.

I. An easement is reserved over the South five (5) feet of Lots 12, 13, 18 and 20, and the North five (5) feet of Lots 11, 14, 19 and 21, Farber's Second Addition, for utilities installation and maintenance.

J. A perpetual easement is hereby granted to the Omaha Public Power District, a political subdivision of the State of Nebraska, and to the Northwestern Bell Telephone Company, a corporation, and to their successors and assigns, to erect and maintain electric and telephone utilities along, across, over and under, together with any necessary overhead, the rear and side boundary lines of Lots 1 to 21, both inclusive, in Farber's Second Addition to the City of Bellevue, Sarpy County, Nebraska.

APPROVED AND SIGNED as to the property with the following description: Lots 1 through 21, inclusive, Farber's Second Addition, an Addition to the City of Bellevue, Sarpy County, Nebraska, surveyed, platted and recorded, Sarpy County, Nebraska.



WITNESSETH: Aime S. Schwartz
Secretary.

BELLEVUE CONSTRUCTION CO.
By: William W. Bell
President.

Farber's Second Addition and Recorded in the Register of Deeds office in Sarpy County, Nebraska.

25-240
STATE OF NEBRASKA,)
) SS.
County of Douglas,)

On this 25th day of July, 1967, before me, a Notary Public in and for said County, personally came the above named WALLACE W. TIBLER, President, and ANNE S. SCHWARTZ, Secretary, of MANUFACTURING INSTRUCTION CO., who are personally known to me to be the identical persons whose names are affixed to the above instrument, as President and Secretary of said corporation, and they acknowledged 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.



Christine S. Christensen
Notary Public