

30-787

ADDED FOR RECORD IN SARGY COUNTY NEBRASKA. *2024 12 18*
RECORDED BY BOOK 31 OF THE REGISTER OF DEEDS.

PROFESSIONAL COVENANTS

SUEL'S ACRES AN ADDITION TO THE CITY OF BELLEVUE, SARGY COUNTY, NEBRASKA

PART A. PARCELS 1

beginning at the 2nd day of February, 1963, by Marie J. Sueh and
 Section 16 of Washington Street, Bellevue, Nebraska, to apply to Suel's
 as an addition to the City of Bellevue, Nebraska, as laid out on a tract
 Map 11 in Section 1, T13N, R12E of the 6th P.M. in Sargy County, Nebraska,
 that being all of tax lots 13 and 64 and a portion of tax lots 5 and 1
 that said city engineer has follows; the point of beginning being in east-
 1/2 Section 16 on the north east corner of Warren Branning Park in Barber Addition,
 to wit: the city of Bellevue, Kansas, bearing east a distance of 1077.65
 feet to the north line of Washington Street, thence north along the center line
 of Washington Street a distance of 289 feet, thence east along the north line of
 Washington Street a distance of 373 feet, thence south along the center line of
 Washington Street a distance of 302 feet, thence west a distance of 691.0 feet,
 thence east a distance of 306 feet, thence west a distance of 831.8 feet, thence
 east a distance of 206.8 feet, and bearing S 71° 23' W a distance of 186.15 feet,
 then north a distance of 476.63 feet, thence to the east and bearing
 S 10° 51' W a distance of 23.61 feet, thence to the west and bearing south
 20° 27' E a distance of 205.78 feet, thence west a distance of 31.72 feet, thence north
 10° 51' W a distance of 261 feet, thence west a distance of 732 feet to the point of beginning.

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
 single family dwelling not to exceed 2 stories in height and a private
 garage for not more than two cars with an exception permitting multiple dwellings
 and two stories in height on Lots 1 through 11. A minimum off-street
 parking area shall be provided to park one vehicle for each single family unit
 and a separate multiple dwellings.

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 100 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 15 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 10 feet or more from the rear lot line and the
 line. No dwelling shall be located on any interior lot nearer than 25 feet to
 rear lot line. For the purposes of this covenant, steps, steep 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 to be located on
 upon another lot.

5. 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 7,000 square feet or less than 2,000 square feet per family unit for multiple family dwellings.

6. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 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.

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

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

10. Public concrete sidewalks four feet wide by four inches thick shall be installed in front of each improved lot in an area of improved lots.

11. No animals, livestock or poultry of any kind shall be raised on any lot, except that dogs, cats or other household pets may be kept, provided that they are kept in a yard or maintained for any commercial purpose.

PART 6. GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding on 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 automatically extend for successive periods of ten years, unless an instrument filed by a majority of the then owners of the lot has been recorded, pursuant to which said covenants in whole or in part.

2. Enforcement shall be by proceedings at law, or in equity, against the persons, violating or attempting to violate any covenant, either by injunction or by recovery of damages.

3. Invalidity 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.

Mary J. Sull

Mary J. Sull

STATE OF NEBRASKA) ss
COUNTY OF SARPI)

ON THIS 6TH DAY OF AUGUST, 1963, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC DULY COMMISSIONED AND QUALIFIED FOR SAID COUNTY PERSONALLY CAME ARLIE J. SHUL and MAY L. SHUL, HUSBAND AND WIFE TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE ABOVE PROTECTIVE COVENANTS, AND THEY ACKNOWLEDGED THE SAID INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL THIS DAY AND YEAR LAST ABOVE WRITTEN.



John E. B.
NOTARY PUBLIC

AUG 6 1967