

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS THE UNDERSIGNED ARE THE OWNERS OF Lots 1 to 32, BOTH INCLUSIVE, IN TERRACE HEIGHTS ADDITION, AN ADDITION TO THE CITY OF BELLEVUE, SHERIDAN COUNTY, NEBRASKA.

NOW THEREFORE, THE FOLLOWING RESTRICTIONS AND PROTECTIVE COVENANTS ARE HEREBY PLACED ON SAID LOTS, TO-WIT:

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED, USED OR PERMITTED TO REMAIN ON ANY LOT 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. IN ANY CASE, NO DWELLING SHALL BE PERMITTED ON ANY LOT DESCRIBED HEREIN, HAVING A GROUND FLOOR SQUARE FOOT AREA OF LESS THAN 850 SQUARE FEET IN THE CASE OF A ONE-STORY STRUCTURE, NOR LESS THAN 1400 SQUARE FEET IN THE CASE OF A ONE AND ONE-HALF OR TWO-STORY STRUCTURE, EXCLUSIVE OF PORCHES AND GARAGES.

3. 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 GARAGE OR OTHER ACCESSORY BUILDING LOCATED 10 FEET, OR MORE, FROM THE MINIMUM BUILDING SETBACK 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 ENROACH UPON ANOTHER LOT.

4. NO DWELLING SHALL BE ERRECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 60 FEET AT THE MINIMUM BUILDING SETBACK LINE, NOR SHALL ANY DWELLING BE ERRECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 6,000 SQUARE FEET.

5. EASEMENTS 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.

6. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED

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ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME, AN ENNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

7. 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.

8. DWELLINGS CONSTRUCTED IN ANOTHER ADDITION OR LOCATION SHALL NOT BE MOVED TO ANY LOT WITHIN THIS ADDITION.

9. 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.

10. 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.

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 A 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 LOTS 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.

THESE COVENANTS SHALL APPLY TO LOTS 1 TO 32, BOTH INCLUSIVE, ALL IN TERRACE HEIGHTS ADDITION, AN ADDITION TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

*Chester Kowalewski*

CHESTER KOWALEWSKI

*Josephine Kowalewski*

JOSEPHINE KOWALEWSKI

STATE OF ILLINOIS  
COUNTY OF SANGAMON

On this 3 day of September, 1960, before me,  
the undersigned, a Notary Public, residing in and duly  
commissioned for said county, personally appeared the  
aforesaid Czeslaw Kowalewski and Josephine Kowalewski,  
husband and wife, who executed the foregoing Protective  
Covenants in my presence and that each of them acknowledged  
the execution thereof to be their voluntary act and deed  
for the purposes therein set out.

NOTARY PUBLIC  
COMMISSION EXPIRES  
MAY 23 1964

M. J. Pelton  
NOTARY PUBLIC