

36-574

FILED FOR RECORD IN SARPY COUNTY NEBR. 2/21/1966
AND RECORDED IN BOOK 36 OF PAGES 576

PROTECTIVE COVENANTS

CASCIO'S SUBDIVISION III

KNOW ALL MEN BY THESE PRESENTS, that whereas the under-
signed AVERY REALTY COMPANY, INC., is the owner of Lots 59 through
93 inclusive and Lots 96 through 124 inclusive and Lots 126 through
134 inclusive, Cascio's Subdivision III, a subdivision as surveyed,
platted and recorded in Sarpy County, Nebraska,

NOW, THEREFORE, the following restrictions and protective
covenants are hereby placed on the above mentioned lots, to-wit:

1. The covenants and restrictions herein set forth shall
be binding upon all persons for a period of 25 years from and after
the date of recording of this instrument. At the expiration of said
period, said covenants and restrictions shall be automatically extend-
ed for successive periods of ten (10) years unless they are changed
in whole or in part by the vote of the majority of the owners of the
lots.

2. All lots herein described shall be known as residential
lots and all dwellings constructed thereon shall be single family
dwellings and shall not exceed two (2) stories in height, and shall
have a minimum of double side-by-side attached or double side-by-side
underhouse or double side-by-side detached garages.

3. None of said lots shall be re-subdivided into two or
more smaller lots.

4. The ground floor area of one main structure, exclusive
of one-story open porches and garages, shall not be less than 1,200
square feet in the case of a one-story home, or less than 1,000 square
feet in the case of a two-story structure.

5. All buildings shall comply with the zoning regulations
and building codes of the City of Bellevue, Sarpy County, Nebraska,
and in any event, no buildings shall be located on any said residen-
tial lot nearer than 35 feet to the front lot line, nor nearer than
seven (7) feet to any side lot line, (provided however, that AVERY REALTY

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COMPANY, INC., its agents or assigns or successors, shall determine that said set-back requirements and side lot requirements as to any lot are not adequate or satisfactory to the proper development of said addition, the corporation, by resolution may alter or change same, provided said change or alteration shall conform to and with the building permit issued by the City of Bellevue, Nebraska.

6. No trailer or boat may be parked on said lots and further, no trailer, basement, tent, shack, garage, or other outbuilding may be erected on any of the said lots at any time to be used as a residence, temporary or permanent, nor shall any structure of a temporary character be permitted as a residence. No old structures already built shall be moved onto any lot or building site within this addition.

7. No building shall be erected, constructed, altered, or placed or permitted to remain on any lot in said addition herein described until the plans and specifications are approved in writing by AVERY REALTY COMPANY, INC., its agents, individuals designated by said corporation, or its successors.

8. The title holder of each lot, vacant or improved, shall keep said lot free from weeds and debris, and shall not permit any noxious or offensive trade or activity to be carried on upon said lot, nor shall anything be done on said lot which may become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept on any of said lots, except that dogs, cats or other household pets may be kept provided that they are not kept, maintained or bred for any commercial purpose.

9. A perpetual license is hereby granted to Northwestern Bell Telephone Company, Omaha Public Power District and all public utility companies now or hereafter operating within said addition, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities and to extend thereon wires for the carrying and transmission

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of electric current for light, heat and power and for all telephone and telegraph message services along, across, over and under the rear five feet of each lot in said addition.

10. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets.

11. After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling is built shall be graded and seeded or sodded.

12. Erection and maintenance of any stable or other shelter for livestock or fowl and the keeping of dog kennels, livestock and fowl within the subdivision are prohibited.

13. Plans for the construction of a fence on any of said lots must be first submitted to AVERY REALTY COMPANY, INC. its agents, or any person designated by it or its successors, and in all cases, said fence shall be for the enclosure of the rear yard only and shall be located behind the rear house line.

14. If the present or future owners of any of said lots, their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants and restrictions herein set forth, it shall be lawful for any other person or persons owning any other lots in said replat, or any part thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said covenants and restrictions, and either to prevent him or them from so doing or to recover damages resulting from such violation or violations.

This paragraph shall not be construed as imposing upon any person or persons the duty of enforcing any one or all of these covenants and restrictions.

Invalidation of any one of these covenants by a judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

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IN WITNESS WHEREOF, the said AVERY REALTY COMPANY, INC. has caused its hand and seal to be affixed this _____ day of April,



AVERY REALTY COMPANY, INC.

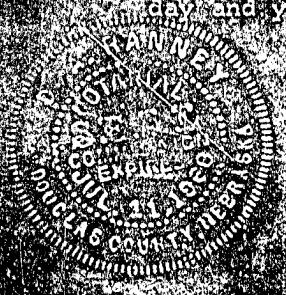
B. Alfred Cascio President

William Cascio Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 19 day of April, 1966, before me, the undersigned a Notary Public in and for said County, personally came ALFRED CASCIO, President of AVERY REALTY COMPANY, INC. (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the corporate seal of said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County, the day and year last above written.



D.A. Ranney
Notary Public

D. A. RANNEY
Notary Public
My Commission Expires July 11, 1967