

20-298

PROTECTIVE COVENANTS

and

EASEMENT

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1976, at which time said covenants shall be automatically extended for successive periods of ten 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 addition 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 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 addition 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 stories in height and a private garage for not more than two cars.

B. No building shall be erected nearer to the front or side lot line or to any side street line than is permitted by the City of Bellevue, Sarpy County, Nebraska. In any event, no building shall be located nearer than twenty-five feet to the front lot line. No building except a detached garage or other outbuildings, located thirty or more feet from the front lot line, shall be located nearer than five feet to any side lot line. No residence or attached appurtenances shall be erected on any lot further than thirty-five feet from the front lot line.

C. No residential structure shall be erected or placed on any building plot having a plot 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 addition 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. The ground area of any residential unit exclusive of garages and open porches, shall be not less than 750 square feet in the case of a one-story structure and 650 square feet in the case of a one and one-half or two-story structure.

* * * * *

EASEMENT

An easement is reserved by and in BELLEVUE CONSTRUCTION CO. for utilities installation and maintenance over the rear 5 feet of each lot and over the South 5 feet of Lot 17, the North 5 feet of Lot 18, the Southerly 5 feet of Lot 21 and the Northerly 5 feet of Lot 22, in said Farber Addition.

Filed in Municipal Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska, this 15th day of May, 1956 at 3:00 p.m. by Geo. F. Nicholson, County Clerk 300ld.