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PROTECTIVE COVENANTS

WHEREAS, the undersigned, Bellevue Investment Group, Inc., a Nebraska corporation, has heretofore executed a plat of Jewell Dale, an Addition to the City of Bellevue, Sarpy County, Nebraska, which plat was recorded on the 3rd day of May, 1967, in Plat Book 5 at Page 3 of the Records of Sarpy County, Nebraska, and

WHEREAS, the undersigned now desires to place certain protective covenants, easements and restrictions on the lots shown on said plat for the use and benefit of the present and future owners thereof,

NOW, THEREFORE, in consideration of the premises, Bellevue Investment Group, Inc., a Nebraska corporation, for itself, its successors and assigns, hereby agrees that all of the lots in Jewell Dale, an Addition to the City of Bellevue, Sarpy County, Nebraska, are hereby restricted as to their use pursuant to the following restrictions, the same being pursuant to a general plan for the development and improvement of the tract of land embraced within said addition:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or buildable plot, as hereinafter defined, other than one detached single-family dwelling not to exceed two stories in height, to which must be attached a private garage for not less than two nor more than three cars. Notwithstanding the foregoing, the undersigned, Bellevue Investment Group, Inc. reserves the right to sell, convey or dedicate any portion or portions of said real estate for church, school, park, library, museum or other public purposes, and any portions of said real estate so sold, conveyed or dedicated by the undersigned for such purposes shall not be subject to the restrictions herein contained.

2. The minimum lot or building plot size for each single family dwelling shall be 8,400 square feet of area, together with a minimum front lot width equal to either of the following:

- (a) The width of the lot as originally platted if a single lot as originally platted is being used, or
- (b) The width of the wider lot as originally platted if parts of two platted lots are being used.

RECORDED IN SARPY COUNTY NEB. 124 68 815 AM.
 RECORDED IN BOOK 40 OF PLAT REC PAGE 15
Alma M. ... REGISTERED INSTRUMENT 650
 5.31.8

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A plot of said minimum area and width is herein specified as a "buildable plot". Except as hereinafter provided, no building shall be erected, located or permitted to remain:

(a) Nearer to the front lot line than the minimum setback line as shown on the recorded plat.

(b) Nearer than twenty-five feet to the rear lot line.

(c) Nearer than ten feet to the side lines of any "buildable plot" provided that on corner lots the minimum side yard abutting the street shall be twenty feet.

In no event shall any buildable plot be reduced by subsequent conveyances below the minimums for area, width, side yard, front yard or rear yard as above specified.

3. The ground floor enclosed living area of each main residential structure (exclusive of open porches, open breezeways, basements and garages) shall be not less than 1,200 square feet for one story dwellings, nor less than 900 square feet for one and one-half or two story dwellings. All driveways must be constructed of concrete, brick or asphalt.

4. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said addition, until the plans and specifications therefor have been approved in writing by Bellevue Investment Group, Inc., or its assigns, for a period of five years from date hereof, unless said corporation shall be dissolved prior thereto.

5. No noxious or offensive activities 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.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be erected upon or used on any lot at any time as a residence, either temporarily or permanently. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

7. 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 purposes.

8. These covenants are to run with the land and shall be binding upon all present and future owners of all or any part of the lots in said addition, and persons claiming under them, for a period of twenty-five years from the date these covenants are recorded. Violation or threatened or attempted violation of any of these covenants by the present or future owners or users of any of said real estate shall give to and vest in any other owner or owners of any part of said real estate the right and cause of action to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent and restrain such violation or threatened or attempted violation, to recover damages therefore, and to seek and recover such other relief and remedies as law or equity allows.

9. Invalidation of any one or more of these covenants by final order of any court of competent jurisdiction shall not affect the validity and enforceability of the other covenants herein contained.

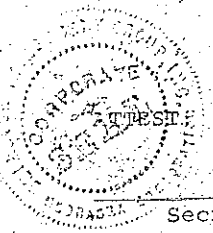
10. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, and all public utility companies now or hereafter operating within said addition, their successors and assigns, over, under, upon and across a five foot strip of land adjoining the rear and side boundary lines of each lot, to erect, operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guides and anchors and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service to serve the buildings within said addition.

IN WITNESS WHEREOF, the undersigned, Bellevue Investment Group, Inc., has caused these presents to be executed this 2 day of April, 1968.

BELLEVUE INVESTMENT GROUP, INC.

By [Signature]
President

[Signature]
Secretary

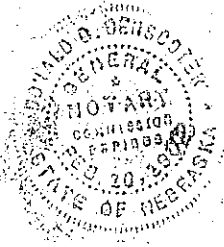


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STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22nd day of April, 1968, before me the undersigned, a Notary Public in and for said county, personally appeared the above named Winston G. Miller, President of Bellevue Investment Group, Inc. to me known to be the identical person who executed the above and foregoing Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the date last above written.



Donald D. Benson
Notary Public