

26-55

## RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1991:

Lots One (1) through Forty-nine (49), both inclusive, in Kirby's 1st Addition, an Addition to the City of Bellevue, in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate 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 or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, or for church or school purposes.

B. No residential structure shall be erected or placed on any building plot which has an area of less than six thousand (6,000) square feet. No building shall be located on any lot nearer than thirty-five feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than five feet to any side line of any building plot, except that on a corner lot, the structure shall not be located nearer than seventeen and one-half feet to the side street line.

C. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 900 square feet for a one-story structure nor less than 650 square feet for a one-and-one-half story or taller structure.

F. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, 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

any of said side lot lines within thirty-six (36) months hereof or if any poles or wires are constructed but are not removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement.

G. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot, except that no sidewalk need be built on the North side of Lot Thirty-two (32) or on the South side of Lot Forty-two (42). Sidewalks are to be located five feet back from back of street curb line and are to be installed by each lot owner no later than completion of the main residential structure on each lot.

H. The undersigned reserves the right to waive any provisions of these covenants in order to prevent unnecessary hardship.

IN WITNESS WHEREOF, K-B-Y Corporation, a Nebraska corporation, being the owner of all said real estate, has executed these Covenants this 7<sup>th</sup> day of December, 1959.

K-B-Y CORPORATION

Attest:

Thomas T. Boush  
Secretary

By: J. M. Yowell  
President

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came J. M. YOWELL, President of K-B-Y Corporation, to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, 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 the 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.

Richard E. Croker  
Notary Public

My Commission Expires:

July 8, 1963