

23-239

PROTECTIVE COVENANTS and BASEMENTS.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1978, at which time said Covenants shall be automatically extended for successive periods of ten (10) 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 Development 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 or other dues 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 tract 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 (2) stories in height and a private garage for not more than two (2) cars.

B. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 10 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 detached garage or other accessory building located 70 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot 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 encroach upon another lot.

C. No dwelling shall be erected or placed on any lot having a width of less than 55 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an 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 tract 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. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

G. 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.

H. The ground area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet in the case of a one-story structure, nor less than 750 square feet in the case of a one and one-half or two-story structure, exclusive of porches and garages.

Filed 04/25/58
Recorded in the Register of Deeds Office of
M. Gen. F. Nicholson, County Clerk

STATE OF NEBRASKA,)
County of Douglas,) ss.

On this 20th day of April, 1941, before me, a Notary Public in and for said County, personally came the above named WILLIAM M. MILLER, President, and ANNE S. SCHWARTZ, Secretary, of BELLEVEUE CO-OP. HOUSING CO., who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNES my hand and official seal the date last aforesaid.

Notary Public

Commission expires 1964 25-1962

23-255

AMENDMENT

TO

PROTECTIVE COVENANTS AND EASEMENTS

The Covenants and Easements executed by BELLEVUE CONSTRUCTION CO., for Lots 1 to 21, inclusive, Farber's Second Addition, an addition to the City of Bellevue, as surveyed, platted and recorded, Sarpy County, Nebraska, and recorded in Book 23, page 239, Sarpy County, Nebraska, are hereby amended in the following particular:

Paragraph "1" in said instrument is hereby amended to read as follows:

"1. An easement is reserved over the south five feet of Lots 12, 13, 18 and 20 and the north five feet of Lots 11, 14, 19 and 21, and the southerly five feet of Lots 10 and 16 and the northerly five feet of Lots 9 and 17, all in Farber's Second Addition, for utilities installation and maintenance."

All other provisions of said Covenants and Easements remain in force and effect as originally written.

Bellevue Construction Co., is the owner of Lots 1 to 21, inclusive in said Farber's Second Addition, in the City of Bellevue, Sarpy County, Nebraska.

BELLEVUE CONSTRUCTION CO.,

H. P. Farber

H. P. Farber, Vice-President

Anne S. Schwartz
Anne S. Schwartz, Secretary

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 7th day of May, A.D., 1958, before me, a Notary Public, in and for said County, personally came the above named H. P. Farber, Vice-President, and

Filed 05/08/58

Notary Public, State of Nebraska, County of Douglas, Geo. F. Nicholson, County

23-499

AMENDMENT
TO
PROTECTIVE COVENANTS AND EASEMENTS.

THE COVENANTS AND EASEMENTS Executed by BELLEVUE CONSTRUCTION CO. for Lots One (1) to Twenty-One (21), both inclusive, Farber's Second Addition, an Addition to the City of Bellevue, as surveyed, platted and recorded, Sarpy County, Nebraska, recorded in Book 21, Page 239, and amended by instrument recorded in Book 23, Page 255, Sarpy County, Nebraska, are hereby amended in the following particular only:

Paragraph "1" in said instrument is hereby amended to read as follows:

1. (a) An easement is reserved over the South five (5) feet of Lots 12, 13, 14 and 20, and the North Five (5) feet of Lots 11, 12, 17 and 21, and the Southerly five (5) feet of Lots 10 and 16, and the Northerly Five (5) feet of Lots 9 and 17, all in Farber's Second Addition, for utilities installation and maintenance.

(b) An easement is reserved over the following described property for utilities and installation and maintenance:

A parcel of land five (5) feet on each side of the following described line in Lot Ten (10), Farber's Second Addition to the City of Bellevue, Sarpy County, Nebraska: The point of beginning of said line being Seventeen (17) feet Southeasterly of the Southwest corner of said Lot Ten (10), and on the South Lot line of said Lot Ten (10); thence northwesterly a distance of Forty-One (41) feet to a point where the said described line intersects the Westerly front line of said Lot Ten (10).

A parcel of land five (5) feet on each side of the following described line in Lot Nine (9), Farber's Second Addition to the City of Bellevue, Sarpy County, Nebraska: The point of beginning of said line being Seventeen (17) feet Southeasterly of the Northeast corner of said Lot Nine (9), and on the North Lot line of said Lot Nine (9); thence Westerly a distance of Thirty (30) feet to a point where the said line intersects the Northerly front line of said Lot Nine (9).

All other provisions of said Covenants and Easements remain in full force and effect as originally written and amended.

BELLEVUE CONSTRUCTION CO. is the owner of Lots One (1) to Twenty-One (21), both inclusive, in said Farber's Second Addition, in the City of Bellevue, Sarpy County, Nebraska.

BELLEVUE CONSTRUCTION CO.

Anne S. Schwartz, Secretary

H. P. Farber, Vice President.

Entered in Sarpy County and recorded in the office of the Clerk of Sarpy County, Nebraska
23-499-58
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