

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.

\*\*\*\*\*

20-299

APPROVED AND SIGNED as to the property with the following description:  
Lots 1 to 84, inclusive, in Farber Addition, an Addition to the City of Bellevue,  
as surveyed, platted and recorded, in Sarpy County, Nebraska, this 14th day of  
May, A.D., 1956, by BUILDING AND INVESTMENT CO., by its Vice-  
President and Secretary, duly authorized by the Board of Directors, and its  
Corporate Seal hereto affixed.



James S. Schwartz  
Secretary

BUILDING AND INVESTMENT CO.

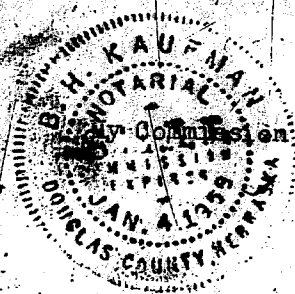
By H. P. Farber  
Vice-President

STATE OF NEBRASKA, )  
COUNTY OF DOUGLAS, ) ss.

On this 14th day of May, A.D., 1956, before  
me, a Notary Public in and for said County, personally came the above named  
H. P. FARBER, Vice-President, and ANNE S. SCHWARTZ, Secretary, of BUILDING AND  
INVESTMENT CO., who are personally known to me to be the identical persons whose  
names are affixed to the above instrument as Vice-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.

WITNESS my hand and Official Seal the date last aforesaid.

S. H. Kaufman  
Notary Public



My Commission expires January 4, 1958.