

27-161

ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME, AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

7. NO STRUCTURE OF A TEMPORARY CHARACTER TRAILER, EASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING SHALL BE ERECTED UPON, OR USED, ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY.

8. DWELLINGS CONSTRUCTED IN ANOTHER ADDITION OR LOCATION SHALL NOT BE MOVED TO ANY LOT WITHIN THIS ADDITION.

9. PUBLIC CONCRETE SIDEWALKS, FOUR FEET WIDE BY FOUR INCHES THICK SHALL BE INSTALLED IN FRONT OF EACH IMPROVED LOT AND ON SIDE STREET OF IMPROVED CORNER LOTS.

10. 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.

GENERAL PROVISIONS:

1. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY-FIVE YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS, UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

2. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW, OR IN EQUITY AGAINST ANY PERSON, OR PERSONS, VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

3. INVALIDATION OF ANY ONE 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.

THESE COVENANTS SHALL APPLY TO LOTS 1 TO 32, BOTH INCLUSIVE, ALL IN TERRACE HEIGHTS ADDITION, AN ADDITION TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

Chester Kowalewski
CHESTER KOWALEWSKI

Josephine Kowalewski
JOSEPHINE KOWALEWSKI

30-543

PARTIAL RELEASE OF COVENANTS

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned, being the record owners of the real property appearing opposite their signatures below, for a valuable consideration do hereby and forever release, waive and discharge that part contained in certain restrictive covenants filed on September 14, 1960 in Miscellaneous Book 27, at page 160 of the records in the Office of the County Clerk of Sarpy County, Nebraska, as the said protective covenants pertain to and effect Lots 11 to 17 inclusive, Terrace Heights Addition to the City of Bellevue, Sarpy County, Nebraska, as follows:

"(3) In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 15 feet to any side street line."

It being the intention of all the parties whose signatures appear below, that the said 1st sentence of the 3rd paragraph of said protective covenants set forth above be released of record forever and substituted in its place the following:

"(3) In any event, as pertains to Lots 11 to 17 inclusive, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line and as pertains to Lots 1 to 10 inclusive and Lots 18 to 32 inclusive, no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 15 feet to any side street line."

This waiver and release shall be binding on the heirs, successors and grantees of the undersigned.

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Property:

Owner(s)

Lot #1 1401 Imperial Dr	G. Kovalenko & family
Lot #2 1403 Imperial Dr	W. D. Hentley
Lot #3 1405 Imperial Dr	William J. & R. K. Hentley
Lot #31 1402 Imperial Dr	R. D. Bennett & T. Bennett
Lot #39 1407 Skyview Dr	J. R. & B. Bennett
Lot #30 1404 Imperial Dr	W. D. Hentley & family
Lot #26 1401 Skyview	J. H. Bond - June W. Bond