

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
BELCARO HEIGHTS, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

1. These COVENANTS shall apply to the lots 1 through 32, inclusive, in Belcaro Heights, a Subdivision in Douglas County, Nebraska.
2. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions, by the undersigned, except at the option of the undersigned.

PART B. RESIDENTIAL AREA COVENANTS.

1. No lot shall be used except for residential purposes, except, such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for Public, Church, Educational or Charitable uses. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.
2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1000 square feet in the case of a one-story structure, nor less than 864 square feet in the case of a one and one-half or two story structure, exclusive of porches and garages.
3. In any event, no building shall be located on any lot nearer than 40 feet to front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet to rear lot line. For the purposes of this covenants, 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. Variations from the above setbacks and side yards would be permitted if the Board of Appeals of the City of Omaha grants a building permit.
4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

**PROTECTIVE COVENANTS, BELGARD HEIGHTS (continued)**

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.
6. No noxious or offensive activity 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.
7. No structure of a temporary character, trailer, basement, 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. 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.
10. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.
11. For each single-family dwelling there must also be erected an attached or basement private garage for not less than one car, nor more than three cars.
12. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on all sides of all streets, said sidewalks shall be completed at time of completion of the main residential structure and shall be located four feet back of curbline.
13. No fences shall be erected greater than five feet in height and in no case shall be erected within 15 feet of the front property line of any lot.

**PART C. 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,

**PROTECTIVE COVENANTS, BELCRO HEIGHTS (continued)**

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 proceeding at law, or in equity against any person or persons, violating or attempting to violate any covenants, 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.



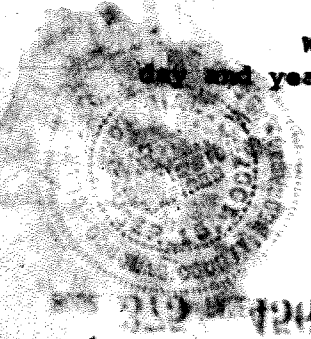
By Rex D. Earl  
President

Attest Chester Earl  
Secretary

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS)

On this 27 day of December, 1941, before me, the undersigned, a Notary Public in and for said County, personally came REX D. EARL, President, and CHESTER EARL, Secretary, of EARL INCORPORATED, to me personally known to be the President and Secretary of said corporation, and acknowledged the execution of the above to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that the corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal in said county the day and year last above written.



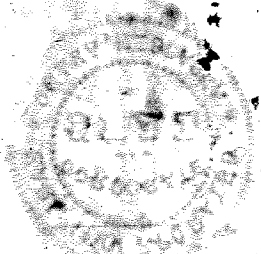
Clara S. Loughman  
Notary Public



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