

RESTRICTIVE COVENANTS and EASEMENTS.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until August 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 subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants, 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; except that two-family dwellings may be erected on lots 1, 2, 11, 12, 13, 14, 19 and 20, not to exceed two (2) stories in heights and with private garages for not more than two (2) cars.

B. In any event, no building shall be located on any lot nearer than 25 feet to front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 15 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 50 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 4,000 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 600 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.

I. A perpetual easement is hereby granted to the Omaha Public Power District, a political subdivision of the State of Nebraska, and to Northwestern Bell Telephone Company, a corporation, and to their respective successors and assigns, to erect and maintain electrical and telephone utilities along, across, over and under, together with any necessary overhang, the rear boundary lines of lots 1 to 17, 19 and 20 and the side boundary lines of lots 6, 7, 8, 9, 27, 28, 29, 30, 37 and 38, all in Avery Heights, an addition, surveyed, platted and recorded, in Sarpy County, Nebraska.

Witness my hand and recorded in the Register of Deeds office in Sarpy County, Nebraska, this 6th day of August, 1958.

AMENDMENT
TO
"PROTECTIVE COVENANTS AND EASEMENTS"

The PROTECTIVE COVENANTS AND EASEMENTS executed by BELLEVUE CONSTRUCTION CO., for Lots One (1) to Forty-Seven (47), inclusive, Avery Heights Addition, an addition in Sarpy County, Nebraska, as surveyed, platted and recorded, and which were duly recorded in Sarpy County, Nebraska in Book 23, page 443, are hereby amended in the following particular:

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

"(a) A perpetual easement is hereby granted to the Omaha Public Power District, a political subdivision of the State of Nebraska, and to Northwestern Bell Telephone Company, a corporation, and to their respective successors and assigns, to erect and maintain electrical and telephone utilities along, across, over and under, together with any necessary overhang, the rear boundary lines of Lots 1 to 47 inclusive, and the side boundary lines of Lots 6, 7, 8, 9, 27, 28, 29, 30, 37 and 38 and over the side lines between Lots 19 and 20, and between Lots 43 and 44, all in Avery Heights, an addition as surveyed, platted and recorded, in Sarpy County, Nebraska."

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

Approved and executed by BELLEVUE CONSTRUCTION CO., the owner of Lots One (1) to Forty-Seven (47), both inclusive, in Avery Heights Addition in Sarpy County, Nebraska, as surveyed, platted and recorded, this 22nd day of September, 1958.



James S. Schwartz
Anne S. Schwartz, Secretary

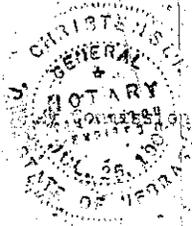
BELLEVUE CONSTRUCTION CO.,
by H. P. Farber, Vice-President

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STATE OF NEBRASKA
) SS.
COUNTY OF SARPY

On this 22nd day of September, A.D., 1958, 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 BELLEVUE CONSTRUCTION CO., who are personally known to me to be the identical persons whose names are affixed to the above instrument 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 Notarial Seal the date last aforesaid.



J. Christensen
Notary Public

Commission Expires July 25-1962

Entered and recorded in the Register of Deeds in Sarpy County, Nebraska

9-29-58

AMENDMENT
TO

"PROTECTIVE COVENANTS AND EASEMENTS"

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska
... day ... 1959 at 9:15 A.M., Esther Ruff, County Clerk. \$2.00

THE "PROTECTIVE COVENANTS AND EASEMENTS" executed by BELLEVUE CONSTRUCTION CO., for Lots One (1) to Forty-Seven (47), inclusive, Avery Heights Addition, an addition in Sarpy County, Nebraska, as surveyed, platted and recorded, and which were duly recorded in Sarpy County, Nebraska, in Book 23, page 443, and amended in Book 24, Page 107, Sarpy County, Nebraska, are hereby amended in the following particular:

Paragraph "B" in said Protective Covenants recorded in Book 23, page 443 is hereby amended to read as follows:

"(B) In any event, 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. No building shall be located nearer than 6 feet to any side lot line, except that a three foot side yard shall be permitted for a detached garage or other accessory building located 50 feet or more from the main building setback line. No dwelling shall be located on any lot nearer than 25 feet to the 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."

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

Approved and executed by the following owners of Lots 1 to 47 in Avery Heights Addition in Sarpy County, Nebraska, as surveyed, platted and recorded, this 20th day of March, 1959.

Property Owners

Description of Property Owned

Walter L. Landon
Walter L. Landon

Lot 14, Avery Heights, Sarpy County, Nebraska.

Ellen L. Landon
Ellen L. Landon

Lot 14, Avery Heights, Sarpy County, Nebraska.

Joseph P. Novak
Joseph P. Novak

Lot 10, Avery Heights, Sarpy County, Nebraska.

Gertrude F. Novak
Gertrude F. Novak

Lot 10, Avery Heights, Sarpy County, Nebraska.

Richard D. Stafford
Richard D. Stafford

Lot 13, Avery Heights, Sarpy County, Nebraska.

Janyce L. Stafford
Janyce L. Stafford

Lot 13, Avery Heights, Sarpy County, Nebraska.

Clarence H. Kiker
Clarence H. Kiker

Lot 1, except the East 15 feet thereof, Avery Heights, Sarpy County, Nebraska.

Helen F. Kiker
Helen F. Kiker

Lot 1, except the East 15 feet thereof, Avery Heights, Sarpy County, Nebraska.

