

26-31

PROTECTIVE COVENANTS AND EASEMENTS

THESE COVENANTS are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1980: Lots 1 through 20 inclusive, 43 through 50 inclusive, 78 through 83 inclusive, and 197 through 203 inclusive, all in Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska; 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 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 such Covenants, 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 effect any of the other provisions herein contained, which shall remain in full force and effect.

- A. (1) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered or 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.
- (2) Notwithstanding the foregoing, the undersigned reserve the right to sell, convey or dedicate any portion or portions of said real estate for Church, School, Park, Library, Museum, Private Non-Profit Clubs, or other public purposes, and any portions of said real estate so sold, conveyed or dedicated by the undersigned for such purposes shall not be subject to the restrictions herein contained.
- B. No building shall be located on any lot nearer than 25 feet to its front and rear lot lines, or nearer than 12 feet to any side street line, or nearer than 6 feet to any interior lot line. However, accessory buildings may be located not closer than 3 feet to the rear and side lot lines. Accessory buildings, except private attached garages, shall be located in back of the houses, and not closer than 10 feet to the rear of the dwellings. For the purposes of this covenant, eaves, steps, open porches and stoops shall not be considered 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 50 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. Public concrete sidewalks 4 feet wide by 4 inches thick shall be installed in front of each improved lot; and on side streets of improved corner lots, except corner lots that side into Harrison Street and corner lots that side into 36th Street and into Chandler Road. The sidewalk edge nearest the lot line shall be located one foot outside the lot line. Such sidewalks shall be installed at time of completion of the main structure upon each lot.
- E. 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 other owners or occupants of the real estate included in this instrument.
- F. No trailers, basements, basement houses, tents, shacks, garages, barns, or other outbuildings 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.

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska
3 day Dec 1959 at 1 P. M. Esther Ruff, County Clerk 3 30

26-32

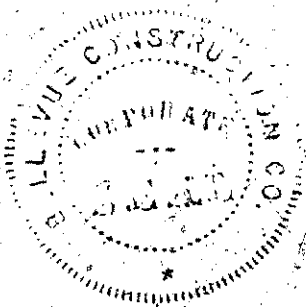
- G. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
- H. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
- I. The ground area of the main structure, exclusive of one-story open porches and garages, shall not be 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.
- J. 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 over the rear five feet of each lot and over three feet adjoining the side lot lines of Lots, described as follows:

The West 3 feet of Lot 50, being the line
between Lot 49 and Lot 50; and the West property lines of
Lots 78 and 83.

- K. A perpetual easement is hereby granted to Sanitary and Improvement District #3 of Sarpy County, Nebraska, over and upon the Southerly five feet of Lot 3 and the Northerly five feet of Lot 2 for construction and maintenance of a sewer.

APPROVED AND SIGNED as to the property described above, by the undersigned, being owner of all of said property:

Lots 1 through 20 inclusive, 43 through 50 inclusive, 78 through 83 inclusive, and 197 through 203 inclusive, Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska.



BELLEVUE CONSTRUCTION CO.

H. P. Farber
 Vice-President

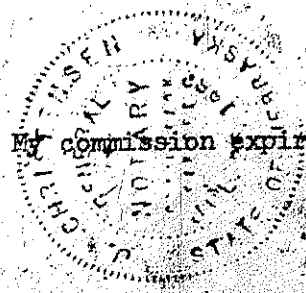
Attest: Anne S. Schwartz
 Secretary

STATE OF NEBRASKA)
) SS:
 COUNTY OF DOUGLAS)

On this 2nd day of December, A.D., 1959, 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 as Vice President and Secretary of said corporation, and they acknowledge the 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.

J. Christensen
 Notary Public



My commission expires on the 25th day of July, 1962.

26-25

C O V E N A N T S

These Covenants entered into by the undersigned, being all of the record owners of the following described real property in Sarpy County, Nebraska, to-wit:-

Tax Lots D 1 A 1, D 1 B, D 6, D 4 B, D 3, E and F, all in ~~the Northwest Quarter~~ the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska; part of said property now platted as Lots 1 through 20 inclusive, 43 through 50 inclusive, 78 through 83 inclusive, and 197 through 206 inclusive, Chandler Acres, an addition in Sarpy County, Nebraska,

and which covenants shall be binding on all present and future owners of the above described real estate, and which are and shall be covenants running with the land.

It is the purpose hereof and is hereby covenanted that the City of Omaha, in Douglas County, State of Nebraska, and Sanitary and Improvement District No. 3 of Sarpy County, Nebraska, or either of them, through their respective employees and representatives, shall have the right to enter upon the property hereinabove described for inspection of sewers, sewer connections, for sewer maintenance purposes, and for determination of type of sewage.

APPROVED and signed as to the property described above, by the undersigned, being the owners of all of said property:

As to the East 50 feet of the West 150 feet of Tax Lot D 6, in ~~the Northwest Quarter~~ of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

Anne S. Schwartz and
Anne S. Schwartz
Phil D. Schwartz her husband.
Phil D. Schwartz

As to the East 50 feet of the West 250 feet of Tax Lot D 6, in ~~the Northwest Quarter~~ the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

Wallace W. Tiller and
Wallace W. Tiller
Mildred L. Tiller, his wife.
Mildred L. Tiller

As to the West 50 feet of Tax Lot D 6, in ~~the Northwest Quarter~~ the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

Howard M. Tiller and
Howard M. Tiller
Martha L. Tiller, his wife.
Martha L. Tiller

Entered in Numerical index and Recorded in the Register of Deeds office in Sarpy County, Nebraska
3 day Dec 1957 at 11 P. M., Esther Ruff, County Clerk. 2 50

As to the East 50 feet of the West 200 feet of Tax Lot D 6, in ~~the Southeast Quarter~~ of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

Howard B. Westering and
Howard B. Westering

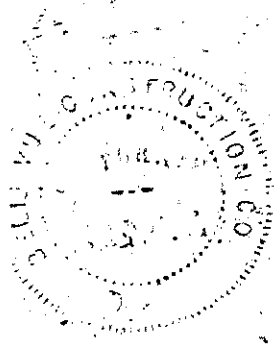
Elaine F. Westering, his wife.
Elaine F. Westering

As to the East 50 feet of the West 100 feet of Tax Lot D 6, in ~~the Southeast Quarter~~ of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

C. B. Farber and
C. B. Farber

Virginia H. Farber, his wife.
Virginia H. Farber

As to Tax Lots D 1 A 1, D 1 B, D 4 B, D 3, E. F; part of said property now platted as Lots 1 through 20 inclusive, 43 through 50 inclusive, 78 through 83 inclusive, and 197 through 206 inclusive, Chandler Acres, an addition in Sarpy County, Nebraska; and all of Tax Lot D 6 except the West 250 feet thereof, all in ~~the Southeast Quarter~~ of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.



BELLEVUE CONSTRUCTION CO.,

BY William W. Tiller
President

ATTEST:

Anne S. Schwartz
Secretary

26-30

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 1st day of December, A.D., 1959,
before me a Notary Public in and for said County, personally came the above
named

- Phil D. Schwartz and Anna S. Schwartz, husband and wife;
- Wallace W. Tiller and Mildred L. Tiller, husband and wife;
- Howard M. Tiller and Martha L. Tiller, husband and wife;
- Howard B. Westering and Elaine F. Westering, husband and wife;
- C. B. Farber and Virginia H. Farber, husband and wife;

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.

WITNESS my hand and official seal the date aforesaid.

J. Christensen
Notary Public

My commission expires on the 25th day of July, 1962.

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 1st day of December, A.D., 1959,
before me a Notary Public in and for said County, personally came the above
named Wallace W. Tiller, 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 as Vice-President and Secretary
of said corporation, and they acknowledge the 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.

J. Christensen
Notary Public

My commission expires on the 25th day of July, 1962.

A perpetual easement is hereby granted to Northwestern Bell Telephone Co., a corporation, and to its successors and assigns, to erect and maintain telephone utilities along, over and under:

The West 5 feet of Lots 18, 45, 51, 77, 140, 173, 219 and 241.

The East 5 feet of Lots 170, 174, 218 and 240.

The South 5 feet of Lots 258 and 261.

The North 5 feet of Lots 259 and 260.

K. 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, over and under:

The rear 5 feet of each lot except Lots 21 to 29 inclusive.

The East 5 feet of Lots 28, 35, 61, 67;
5 feet of that part of Lot 93 adjacent to Lot 94,
5 feet of that part of Lot 67 adjacent to Lot 66,
5 feet of that part of Lot 124 adjacent to Lot 128,
5 feet of that part of Lot 220 adjacent to Lot 222,
5 feet of that part of Lot 29 adjacent to Lot 30,
5 feet of that part of Lot 34 adjacent to Lot 33,

The West 5 feet of Lots 29, 30, 34, 62, 155 and 260.

The North 5 feet of Lots 109 and 155;
5 feet of that part of Lot 106 adjacent to Lot 108,
5 feet of that part of Lot 124 adjacent to Lot 128,
5 feet of that part of Lot 142 adjacent to Lot 140,
5 feet of that part of Lot 164 adjacent to Lots 170 and 171,
5 feet of that part of Lot 175 adjacent to Lot 174,
5 feet of that part of Lot 155 adjacent to Lot 156

The South 5 feet of Lots 108, 110, 154;
5 feet of that part of Lot 243 adjacent to Lot 241,
5 feet of that part of Lot 238 adjacent to Lot 240.

The East 2 feet of Lot 128,
2 feet of that part of Lot 156 adjacent to Lot 155,
2 feet of that part of Lot 189 adjacent to Lot 187,
2 feet of that part of Lot 187 adjacent to Lot 189,

The West 2 feet of Lot 129.

The North 2 feet of Lots 65, 66, 147, 158, 179, 185, and 258.

The South 2 feet of Lots 64, 66, 94, 146, and 178.

APPROVED and SIGNED as to the property described above, by the undersigned, being owner of all of said property:

Lot 207, Lots 21 to 42 inclusive, 51 to 77 inclusive, 84 to 196 inclusive, and 213 to 267 inclusive, Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska.

BELLEVUE CONSTRUCTION CO.

by [Signature]
Vice-President

Attest: [Signature]
Secretary

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS:

On this 18th day of April, A.D., 1960, before me, a Notary Public in and for said County, personally came the above named H. P. JAMES, Vice-President, and IRIS S. SCHWARTZ, Secretary of BELLEVUE CONSTRUCTION



A perpetual easement is hereby granted to Northwestern Bell Telephone Co., a corporation, and to its successors and assigns, to erect and maintain telephone utilities along, over and under:

The West 5 feet of Lots 18, 45, 51, 77, 140, 173, 219 and 241.

The East 5 feet of Lots 170, 174, 218 and 240.

The South 5 feet of Lots 258 and 261.

The North 5 feet of Lots 259 and 260.

K. 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, over and under:

The rear 5 feet of each lot except Lots 21 to 29 inclusive.

The East 5 feet of Lots 28, 35, 61, 67;
5 feet of that part of Lot 93 adjacent to Lot 94,
5 feet of that part of Lot 67 adjacent to Lot 66,
5 feet of that part of Lot 124 adjacent to Lot 128,
5 feet of that part of Lot 220 adjacent to Lot 222,
5 feet of that part of Lot 29 adjacent to Lot 30,
5 feet of that part of Lot 34 adjacent to Lot 33,

The West 5 feet of Lots 29, 30, 34, 62, 155 and 260.

The North 5 feet of Lots 109 and 155;
5 feet of that part of Lot 106 adjacent to Lot 108,
5 feet of that part of Lot 124 adjacent to Lot 128,
5 feet of that part of Lot 141 adjacent to Lot 140,
5 feet of that part of Lot 164 adjacent to Lots 170 and 171,
5 feet of that part of Lot 175 adjacent to Lot 174,
5 feet of that part of Lot 155 adjacent to Lot 156

The South 5 feet of Lots 108, 110, 154;
5 feet of that part of Lot 243 adjacent to Lot 241,
5 feet of that part of Lot 238 adjacent to Lot 240.

The East 2 feet of Lot 128,
2 feet of that part of Lot 156 adjacent to Lot 155,
2 feet of that part of Lot 189 adjacent to Lot 187,
2 feet of that part of Lot 187 adjacent to Lot 189,

The West 2 feet of Lot 129.

The North 2 feet of Lots 65, 66, 147, 158, 179, 185, and 258.

The South 2 feet of Lots 64, 66, 94, 146, and 178.

APPROVED and SIGNED as to the property described above, by the undersigned, being owner of all of said property:

Lot 207, Lots 21 to 42 inclusive, 51 to 77 inclusive, 84 to 196 inclusive, and 213 to 267 inclusive, Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska.

BELLEVUE CONSTRUCTION CO.

by [Signature]
Vice-President

Attest:

[Signature]
Secretary

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

On this 18th day of April, A.D., 1960, before me, a Notary Public in and for said County, personally came the above named H. P. YANSEN, Vice-President, and ANNE S. SCHWERTZ, Secretary of BELLEVUE CONSTRUCTION

26-35-8

PROTECTIVE COVENANTS AND EASEMENTS

THESE COVENANTS are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1980: Lots 31 through 42 inclusive, 51 through 62 inclusive, 84 through 196 inclusive, and 200 through 267 inclusive, all in Section 10 Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska; and from 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 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 such Covenants, 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 effect any of the other provisions herein contained, which shall remain in full force and effect.

A. (1) All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered or placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed ten stories in height and a private garage for not more than two cars; except that multiple-family dwellings may be erected on Lots 207 to 214, inclusive, with a private garage for each dwelling unit.

(2) Notwithstanding the foregoing, the undersigned reserve the right to sell, convey or dedicate any portion or portions of said real estate for Church, School, Park, Library, Museum, Private Non-Profit Clubs, or other public purposes, and any portions of said real estate so sold, conveyed, or dedicated by the undersigned for such purposes shall not be subject to the restrictions herein contained.

B. No building shall be located on any lot nearer than 25 feet to its front and rear lot lines, or nearer than 12 feet to any side street line, or nearer than 6 feet to any interior lot line. However, accessory buildings may be located not closer than 3 feet to the rear and side lot lines. Accessory buildings, except private attached garages, shall be located in back of the houses, and not closer than 10 feet to the rear of the dwellings. For the purposes of this covenant, eaves, steps, open porches and stoops shall not be considered 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 an lot having a width of less than 50 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. Public concrete sidewalks 4 feet wide by 4 inches thick shall be installed in front of each improved lot; and on side streets of improved corner lots, except corner lots that side into Harrison Street and corner lots that side into 36th Street and into Chandler Road. The sidewalk line nearest the lot line shall be located one foot outside the lot line. Such sidewalks shall be installed at time of completion of the main structure upon each lot.

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 other owners or occupants of the real estate included in this instrument.

F. No trailers, basements, basement houses, tents, sheds, garages, barns, or other outbuildings 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.

G. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

H. 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.

I. The ground area of the main structure, exclusive of one-story open porches and garages, shall not be 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.

J. A perpetual easement is hereby granted to Northwestern Bell Telephone Co., a corporation, and to its successors and assigns, to erect and maintain telephone utilities along, over and under:

The West 5 feet of Lots 24, 45, 51, 77, 140, 173, 219 and 241.

The East 5 feet of Lots 170, 174, 218 and 240.

The South 5 feet of Lots 258 and 261.

The North 5 feet of Lots 259 and 260.

K. 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, over and under:

The rear 5 feet of each lot except Lots 21 to 29 inclusive.

The East 5 feet of Lots 28, 35, 61, 67;
5 feet of that part of Lot 93 adjacent to Lot 94.
5 feet of that part of Lot 67 adjacent to Lot 66.
5 feet of that part of Lot 124 adjacent to Lot 123,
5 feet of that part of Lot 220 adjacent to Lot 222,
5 feet of that part of Lot 29 adjacent to Lot 30,
5 feet of that part of Lot 34 adjacent to Lot 33.

The West 5 feet of Lots 29, 30, 34, 62, 155 and 260.

The North 5 feet of Lots 109 and 155;
5 feet of that part of Lot 106 adjacent to Lot 108,
5 feet of that part of Lot 124 adjacent to Lot 128,
5 feet of that part of Lot 141 adjacent to Lot 140,
5 feet of that part of Lot 169 adjacent to Lots 170 and 171,
5 feet of that part of Lot 175 adjacent to Lot 174,
5 feet of that part of Lot 155 adjacent to Lot 156

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The South 5 feet of Lots 108, 110, 154;
5 feet of that part of Lot 243 adjacent to Lot 241,
5 feet of that part of Lot 238 adjacent to Lot 241.

The East 2 feet of Lot 129,
2 feet of that part of Lot 156 adjacent to Lot 157,
2 feet of that part of Lot 189 adjacent to Lot 188,
2 feet of that part of Lot 187 adjacent to Lot 188.

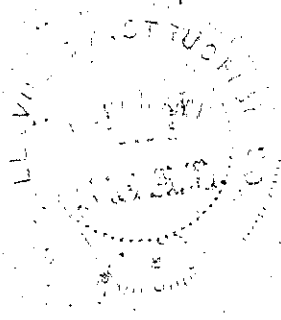
The West 2 feet of Lot 129.

The North 2 feet of Lots 85, 86, 117, 152, 178, 185, and 211.

The South 2 feet of Lots 64, 65, 94, 116, and 211.

APPROVED and SIGNED as to the property described above, by the undersigned, being owner of all of said property:

Lot 207, Lots 21 to 42 inclusive, 51 to 77 inclusive, 81 to 194 inclusive, and 213 to 267 inclusive, Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska.



BELLEVUE CONSTRUCTION CO.

by [Signature]
Vice-President

Attest: Anne S. Schwartz
Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 18th day of April, A.D., 1960, 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 as Vice President and Secretary of said corporation, and they acknowledge the 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.

[Signature]
Notary Public

My commission expires on the 25th day of July, 1962.

~~APPROVED~~ APPROVED and signed as to the property described above, by the being the owners of all of said property:

As to Lot 208, Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska.

[Signature]
Howard B. Westering

[Signature]
Elaine F. Westering

3. No noxious or offensive trades 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 other owners or occupants of the real estate included in this instrument.

4. No trailers, basements, basement houses, tents, shacks, garages, barns, or other outbuildings 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.

5. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

6. 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.

7. The ground area of the main structure, exclusive of one-story open porches and garages, shall not be 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.

8. A perpetual easement is hereby granted to Northwestern Bell Telephone Co., a corporation, and to its successors and assigns, to erect and maintain telephone utilities along, over and under:

The West 5 feet of Lots 14, 45, 51, 77, 140, 173, 219 and 241.

The East 5 feet of Lots 170, 174, 218 and 240.

The South 5 feet of Lots 258 and 261.

The North 5 feet of Lots 159 and 260.

9. 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, over and under:

The rear 5 feet of each Lot except Lots 21 to 29 inclusive.

The East 5 feet of Lots 28, 35, 61, 67;
5 feet of that part of Lot 93 adjacent to Lot 94,
5 feet of that part of Lot 67 adjacent to Lot 66,
5 feet of that part of Lot 124 adjacent to Lot 128,
5 feet of that part of Lot 220 adjacent to Lot 222,
5 feet of that part of Lot 29 adjacent to Lot 30,
5 feet of that part of Lot 34 adjacent to Lot 33,

The West 5 feet of Lots 29, 30, 34, 62, 155 and 260.

The North 5 feet of Lots 109 and 155;
5 feet of that part of Lot 106 adjacent to Lot 108,
5 feet of that part of Lot 124 adjacent to Lot 128,
5 feet of that part of Lot 141 adjacent to Lot 140,
5 feet of that part of Lot 169 adjacent to Lots 170 and 171,
5 feet of that part of Lot 175 adjacent to Lot 174,
5 feet of that part of Lot 155 adjacent to Lot 156

AMENDMENT
TO
RESTRICTIVE COVENANTS AND EASEMENTS

THE "RESTRICTIVE COVENANTS AND EASEMENTS" executed by BELLEVUE
for lots 21 through 22 inclusive, 51 through 77 inclusive, 81 through
inclusive and 207 through 267 inclusive, all in Chandler Acres Addition, an
as surveyed, platted and recorded in Sarpy County, Nebraska, and which were
in Sarpy County, Nebraska, on May 5, 1960, in Book 26, page 358, are
amended in the following particulars:

Paragraph "A (1)" in said instrument recorded in Book 26, page 358,
is hereby amended to read as follows:

"All lots in the tract, except Lots 207 and 208, shall be
known and described as residential lots. No structure 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; except that
multiple-family dwellings may be erected on Lots 209 to
220, inclusive, with a private garage for each dwelling
unit. The premises described as Lots 207 and 208 in
Chandler Acres Addition and structures thereon may be used
for any of the purposes permitted by the Sarpy County
Zoning Regulations described as Business-1, Zoning (B-1),
as provided in the Zoning Regulations Revised November 10,
1959."

All other provisions of said covenants and easements remain in full force and
effect as written and recorded.

Approved and executed by the following owners of the above described
lots, this 31st day of October, 1961.

Property Owners	Description of Property Owned
<u>Luozas Pulitinevicius</u>	Lot 21, Chandler Acres Addition, Sarpy County, Nebraska
<u>Luozas Pulitinevicius</u>	Lot 21, Chandler Acres Addition, Sarpy County, Nebraska
<u>Eugene Walthall, Jr.</u>	Lot 24, Chandler Acres Addition, Sarpy County, Nebraska
<u>Adeline H. Walthall</u>	Lot 24, Chandler Acres Addition, Sarpy County, Nebraska
<u>Edward J. Lubischer</u>	Lot 25, Chandler Acres Addition, Sarpy County, Nebraska
<u>Edward J. Lubischer</u>	Lot 25, Chandler Acres Addition, Sarpy County, Nebraska
<u>Robert G. Haney</u>	Lot 26, Chandler Acres Addition, Sarpy County, Nebraska
<u>Will M. Haney</u>	Lot 26, Chandler Acres Addition, Sarpy County, Nebraska
<u>Robert G. Salvatore</u>	Lot 27, Chandler Acres Addition, Sarpy County, Nebraska
<u>Robert G. Salvatore</u>	Lot 27, Chandler Acres Addition, Sarpy County, Nebraska

FILED FOR RECORD IN SARPY COUNTY NEBR. Nov. 26 1961 AT 10 O'CLOCK AM
AND RECORDING IN BOOK 24 OF Rec. 237 PAGE 237 Edwin Puff COUNTY CLERK

MISCELLANEOUS

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- E. 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 other owners or occupants of the real estate included in this instrument.
- F. No trailers, basement, basement houses, tents, shacks, garages, barns, or other outbuildings 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.
- G. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.
- H. 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.
- I. The ground area of the main structure, exclusive of one-story open porches and garages, shall not be 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.

A perpetual easement is hereby granted to Northwestern Bell Telephone Co., a corporation, and to its successors and assigns, to erect and maintain telephone utilities along, over and under:

- The West 5 feet of Lots 18, 45, 51, 77, 140, 173, 219 and 241.
- The East 5 feet of Lots 170, 174, 218 and 240.
- The South 5 feet of Lots 258 and 261.
- The North 5 feet of Lots 259 and 260.

- K. 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, over and under:

- The rear 5 feet of each lot except Lots 21 to 29 inclusive.
- The East 5 feet of Lots 28, 35, 61, 67;
 - 5 feet of that part of Lot 93 adjacent to Lot 94,
 - 5 feet of that part of Lot 67 adjacent to Lot 66,
 - 5 feet of that part of Lot 124 adjacent to Lot 128,
 - 5 feet of that part of Lot 220 adjacent to Lot 222,
 - 5 feet of that part of Lot 29 adjacent to Lot 30,
 - 5 feet of that part of Lot 34 adjacent to Lot 33,
- The West 5 feet of Lots 29, 30, 34, 62, 155 and 260.
- The North 5 feet of Lots 109 and 155;
 - 5 feet of that part of Lot 106 adjacent to Lot 108,
 - 5 feet of that part of Lot 124 adjacent to Lot 128,
 - 5 feet of that part of Lot 141 adjacent to Lot 140,
 - 5 feet of that part of Lot 169 adjacent to Lots 170 and 171,
 - 5 feet of that part of Lot 175 adjacent to Lot 174,
 - 5 feet of that part of Lot 155 adjacent to Lot 156.

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The South 5 feet of Lots 108, 110, 154, and 157,
5 feet of that part of Lot 243 adjacent to Lot 241,
5 feet of that part of Lot 238 adjacent to Lot 240.

The East 2 feet of Lot 128,
2 feet of that part of Lot 156 adjacent to Lot 155,
2 feet of that part of Lot 189 adjacent to Lot 187,
2 feet of that part of Lot 187 adjacent to Lot 189,

The West 2 feet of Lot 129.

The North 2 feet of Lots 65, 66, 147, 158, 179, 185, and 258.

The South 2 feet of Lots 64, 66, 94, 146, and 178.

APPROVED and SIGNED as to the property described above, by the undersigned, being owner of all of said property:

Lot 207, Lots 21 to 42 inclusive, 51 to 77 inclusive, 84 to 196 inclusive, and 213 to 267 inclusive, Chandler Acres, an addition, as surveyed, platted and recorded, Sarpy County, Nebraska.

BELLEVUE CONSTRUCTION CO.

by [Signature]
Vice-President

Attest: [Signature]
Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 18th day of April, A.D., 1960, before me, a Notary Public in and for said County, personally came the above named H. F. FARMER, Vice-President, and IRIS S. SCHMIDT, Secretary of BELLEVUE CONSTRUCTION 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 acknowledge the 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.

[Signature]
Notary Public

My commission expires on the 25th day of July, 1962.

APPROVED and signed as to the property described above, by the undersigned, being the owners of all of said property:

As to Lot 206, Chandler Acres, an addition as surveyed, platted and recorded, Sarpy County, Nebraska.

[Signature]
Howard B. Westering

[Signature]
Elaine F. Westering