

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following 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.

The undersigned, being the owner of all lots in Crestaire Addition, an Addition to the City of Bellevue, being located in the South Half of the Northwest Quarter of Section 35, Township 14 North, Range 13, East of the 6th P. M., Sarpy County, Nebraska, are desirous of placing proper restrictions on said lots in said addition and, therefore, the following restrictions are hereby placed upon said Crestaire Addition for a period of 25 years from the date hereof, and said lots shall be conveyed and used and be subject to the following covenants, conditions, restrictions and easements:

1. All lots in Crestaire Addition shall be used for single family dwellings except Lots 11, 12, 13, 22, 23, 27, 28, 29, 30, 31, 32, 33 and 34, which may be used for multiple family dwellings.

2. If a detached garage is built on any single family or multiple family dwelling lot, the garage shall be placed not nearer than five feet from the rear of side lot line, exclusive of eaves; except on corner lots, in which case the garage shall be placed not nearer than 15 feet to side lot line adjacent to the street.

3. No dwelling shall be constructed on any parcel of ground of less area than the smallest lot as now platted in the same block.

4. No dwelling shall be constructed nearer than 30 feet from the front lot line, excluding steps and open porches and eaves, and no dwelling shall be constructed nearer than five feet from the side lot line, excepting on corner lots the side yard shall extend at least 15 feet from the side lot line adjacent to the street.

5. No single family dwelling shall contain more than two stories and shall be permitted only when the dwelling contains the following minimum square footage:

(a) If a one-story building, not less than 900 square feet, exclusive of garage, open porches and basement.

(b) If a one and one-half story dwelling, the first story shall contain not less than 750 square feet, exclusive of garage, open porches and basement.

(c) If a two-story dwelling, the first story shall contain not less than 750 square feet, excluding garage, open porches and basement.

6. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports; sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five foot strip of land adjoining the rear and side boundary lines of said lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within 36 months of

date hereof or if any poles or wires are constructed but thereafter removed without replacement within 60 days after their removal; then this side line easement shall automatically terminate and become void as to such unused or abandoned easements.

7. No commercial signs of any kind shall be erected on any lot, except temporary signs of builders or material companies or signs incidental to the sale or proposed sale of said property.

8. 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.

9. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

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

11. 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.

12. No unused building material, junk or rubbish shall be left exposed on said lot, except during actual building operations. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

13. A public concrete sidewalk of not less than three feet in width and four inches thick shall be installed for each improved lot by the lot owner on the side or sides of the lot adjacent to the street, and the edge of the sidewalk which is further from the street shall be adjacent to the lot line.

14. After construction commences on any dwelling or addition to a dwelling, outside framing must be completed within six months.

15. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 25 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 the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. 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.

17. 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.

Theo. F. Law
Theo. F. Law

Mildred Law
Mildred Law

Owners of Lots 8 to 9 inclusive,
34 to 39 inclusive, and 44 to
46 inclusive.

Edith A. Westcott
Edith A. Westcott

Owner of Lots 1, 2, 10 to 33 inclusive,
40 to 43 inclusive, 47 to 64 inclusive.

State of Nebraska,)
(ss.
County of)

On this 26th day of March, A. D. 1963, before me, a Notary Public in and for said County, personally came the above Edith A. Westcott, widow, who is personally known to me to be the identical person whose name is affixed to the above instrument and she acknowledged the instrument to be her voluntary act and deed.

Witness my hand and Notarial Seal the date aforesaid.

Commission expires: 4-6-66 *Marian M. McClure*
Notary Public



State of Nebraska,)
(ss.
County of)

On this 26th day of March, A. D. 1963, before me, a Notary public in and for said County, personally came the above Theo P. Law and Mildred Law, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledged the instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date aforesaid.

Marian M. McClure
Notary Public



Commission expires: 4-6-66