

Grant and Dedication,
Filed 3-20-58 in Book 3 at Page 80 Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or
To Construct and maintain Telephone and Electric Utilities
~~for utility, installation and maintenance~~
on, over, through, under and across the rear and side boundary lines
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.
Any additional info.

Declaration of Covenants, Conditions, Restrictions and Easements.
Restrictive Covenants
 Protective Covenants
or

Dated 2-8-58 Filed 3-20-58 in Book 23 at Page 140 Instrument No. _____

Grants a perpetual easement in favor of
Omaha Public Power District,
U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

for utility installation and maintenance
on, over, through, under and across
or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.
Does it include the following ?? Homeowners Association Yes or No. (Circle One)
Does it include the following ?? Possible Telephone Connection Charge Yes or No

Any additional info.
Architectural Control, Setbacks

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, in Book _____ at Page _____, Instrument No. _____

(LAWRE ADD NO 2)

23-140

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS THE UNDERSIGNED IS THE OWNER OF LOTS 1 THROUGH 41 OF LAWRE ADDITION, No. 2, AN ADDITION TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

NOW THEREFORE, THE FOLLOWING RESTRICTIONS AND PROTECTIVE COVENANTS ARE HEREBY PLACED ON SAID LOTS, TO-WIT:

1. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED, USED 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 960 SQUARE FEET. IN THE CASE OF A ONE-STORY STRUCTURE OR THE TOTAL USABLE FLOOR AREA EXCLUSIVE OF BASEMENT AREA SHALL BE NOT LESS THAN 1,200 SQUARE FEET IN THE CASE OF A TWO STORY STRUCTURE, EXCLUSIVE OF PORCHES AND GARAGES.

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. NO BUILDING SHALL BE LOCATED NEARER THAN 5 FEET TO AN INTERIOR LOT LINE, EXCEPT THAT A 3 FOOT SIDE YARD SHALL BE PERMITTED FOR A GARAGE OR OTHER ACCESSORY BUILDING LOCATED 10 FEET BACK OF THE MAIN RESIDENTIAL BUILDING. IF BELLEVUE SALES, INC. SHALL DETERMINE THAT SAID SET BACK OR SIDE YARD REQUIREMENTS AS TO ANY LOT OR LOTS IN SAID ADDITION ARE NOT ADEQUATE OR SATISFACTORY TO THE BEST DEVELOPMENT OF THE ADDITION THE SAID CORPORATION, BY RESOLUTION MAY ALTER OR CHANGE THE SAME, PROVIDED SAID CHANGE OR ALTERATION SHALL CONFORM TO AND WITH THE BUILDING PERMIT ISSUED BY THE CITY OF BELLEVUE. FOR THE PURPOSE 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.

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 8,000 SQUARE FEET.

5. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORD 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.

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

9. PUBLIC CONCRETE SIDEWALKS, FOUR FEET WIDE BY FOUR FEET HIGH SHALL BE INSTALLED ON THE SOUTH SIDE OF LOTS 12, 13, 14, 15 AND 16 ON FOSTER DRIVE -- ON THE NORTH SIDE OF LOTS 17, 18, 19, 20, 21 AND 22 ON DENNIS DRIVE -- AND ON THE FRONT OF LOTS 31 TO 41, BOTH INCLUSIVE, FACING MADISON STREET. PUBLIC SIDEWALKS TO BE INSTALLED FOUR (4) FEET INSIDE OF PAVEMENT CURB.

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.

11. THE FOLLOWING PROHIBITIONS SHALL BE OBSERVED ON ALL LOTS:

- (A) NO FUEL TANKS ON THE OUTSIDE OF THE HOUSE SHALL BE EXPOSED TO VIEW BUT SHALL BE BURIED.
- (B) NO GARAGE OR OTHER OUTBUILDINGS SHALL BE ERECTED ON ANY LOT FOR DWELLING PURPOSES BEFORE THE RESIDENCE THEREON IS CONSTRUCTED.
- (C) NO DRIVE SHALL BE CONSTRUCTED, EXCEPT OF CEMENT, BRICK, STONE OR ASPHALT.

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 EXCEPT IN THE MANNER SPECIFICALLY PROVIDED UNDER PARAGRAPH No. 3 ON PAGE ONE HEREOF.

2. FOR A PERIOD OF FIVE YEARS FROM THE DATE OF THE RECORDING OF THIS AGREEMENT NO BUILDING SHALL BE ERECTED, CONSTRUCTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT IN SAID ADDITION HERETO DESCRIBED UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY BELLEVUE SALES, INC.

3. 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.

