

27-527

RESTRICTIVE COVENANTS  
FOR  
MISSION GARDENS ADDITION

PART "A" - GENERAL PROVISIONS

The undersigned hereby declares that the following covenants apply to and 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, 1991.

Lots One (1) through Seven (7), Nine (9) through two-hundred and twenty-two (222), except Lots One (1) and One-hundred and Seventy-four (174), both inclusive that are zoned commercial, all in Mission Gardens, an Addition to the City of Bellevue, Sarpy County, Nebraska.

If the present or future owners of any of said Lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and wither 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 way affect any of the other provisions hereof, which shall remain in full force and effect.

PART "B" - RESIDENTIAL AREA COVENANTS

1. No residential structure shall be erected or placed on any building plot which has an area of less than six-thousand (6,000) square feet. No building shall be located on any lot nearer than thirty-five (35) feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than five feet to any side line of any building plot, except that on a corner lot, the structure shall not be located nearer than seventeen and one-half feet to the side street line.
2. No dwelling shall be built closer than twenty (20) feet from the easement line of the Northern Natural Gas Company as shown on the recorded Plat. This includes parts of Lots forty-nine (49), one-hundred and two (102) through one-hundred and nine (109) inclusive, one-hundred-twenty-three (123) and one-hundred and twenty-four (124) and two-hundred-five (205).
3. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No trailer, basement, tent, shack, garage, barn or other building erected on said real estate 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

7 day March 1961 at 3 P. M. Esther Ruff, County Clerk. 3

5. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 400 square feet for a one-story structure nor less than 650 square feet for a two-story or taller structure.

6. A perpetual license and easement is hereby reserved in favor of the Omaha Public Power District and Northwestern Bell Telephone Company, and assigns, to erect and operate, maintain, repair and renew with all necessary supports, sustaining wires, cross-arms, guys and anchors, and all 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 (5) 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 thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement-ways.

7. Portland concrete public sidewalks, four (4) feet wide by four (4) inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot, except that no sidewalk need be built on the northeasterly sides of Lots 18 and 19 or on the southerly side of Lots 164 and 165. Sidewalks are to be located five (5) feet back from back of street curb line and are to be installed by each lot owner no later than completion of the main structure on each lot.

IN WITNESS WHEREOF, The Mission Corporation, a Nebraska Corporation, being the owner of all said real estate, has executed these Covenants this 2<sup>nd</sup> day of March

ATTEST:

B. P. Allen  
Secretary

MISSION CORPORATION,

BY [Signature]  
President

27-532

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

)  
( ss.  
)

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came LEONARD BOURKE, President of the Mission Corporation, to me personally known to be the President and the identical person whose name is affixed to the above RESTRICTIVE COVENANTS, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Richard E. Croker  
NOTARY PUBLIC

NOTARIAL SEAL  
My Commission Expires  
July 8, 1963