

COVENANTS EXPIRED

EASEMENTS STILL IN EFFECT.

376 Part 443

January 2, 1962

Part A PREAMBLE

PROTECTIVE COVENANTS AND EASEMENT

Madeline Jacobson Properties, Inc., a Nebraska Corporation, Madeline Jacobson, owner of the following described tract of land and Eugene V. Jacobson, her husband, publish and declare said property subject to the following covenants:

to whom it may concern

Part B GENERAL PROVISIONS

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 2, 1992.

Lot 240 through and including Lot 401 in Bel-Air Village, a subdivision in Douglas 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 institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so 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 effect any of the other provisions, which shall remain in full force and effect.

Part C RESIDENTIAL AREA COVENANTS

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, (NOTE: Only one family dwelling except in a case that the size of the lot permits a duplex, (two family), that meets all city of Omaha Building Code requirements for a duplex in 5th residential zoning.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 900 square feet in the case of a one-story structure, not less than 750 square feet in the case of a one and one half or two story structure, exclusive of porches and garages, except in the case of split entrance type of construction wherein a portion of the ground floor area is below grade or in the basement, in which event 750 square feet must be the minimum ground floor area and 150 square feet the minimum area below grade or in the basement, making a total of 900 square feet of finished, habitable area.

3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or 17½ feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No building 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. (NOTE: Sideyard and setback requirements must meet all City of Omaha Building Code requirements.

4. Plans for structure to be built must be presented to Madeline Jacobson or to an appointed member of Bell-Air Realty Co., for inspection and approval before building is commenced, this paragraph No. 4 will remain in force until this land is completely developed, meaning, no vacant lots.

5. A perpetual licence is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair, and renew poles with necessary supports 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 ever and upon a five foot strip of land adjoining the rear and side lines of said lots in said addition; said licence being granted for the use and benefit of all present and future owners of lots in said addition.

6. No noxious or offensive activity shall be carried on or upon any lot, nor shall any thing be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

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

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

9. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots, by each individual owner of the lot at time of construction, this sidewalk to be 6" inside of curbline.

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. Owner or contractor to be responsible for repairing systems when cut open for water, gas and sewer, or done by heavy equipment, on any lot covered by these protective covenants.

Dated this 2nd day of January 1962,

Madeline Jacobson Properties, Inc.

Madeline Jacobson

Madeline Jacobson, President

Lucene V. Jacobson

Subscribed and sworn to me this 2nd day of January, 1962, before the undersigned Notary Public within and for Douglas County, Nebraska.

Notary Public

My commission expires December 3rd, 1966.

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