

19-104

LAWRE ADDITION NO. 1  
LAWRE, INC.

To

WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned is the record owner of Lots 1 through 34 of Lawre Addition No. 1 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, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars.

2. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet.

3. No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 15 feet to any side street line, except that on lots 28 and 29 no building shall be located nearer than 25 feet to the street property line. No building shall be located nearer than 5 feet to an interior 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.

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 6500 square feet.

5. 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.

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

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 10 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.

Witness my hand and the seal of the County of Sarpy, Nebraska, this 18th day of July, 1955, at Omaha, Nebraska.  
Geo. F. Nicholson, County Clerk

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Enforcement shall be by proceedings at law or in equity against any persons or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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.

These covenants shall apply to all Lots in Laure Addition No. 1 to the City of Bellevue, Sarpy County, Nebraska, which shall consist of 34 Lots, Nos. 1 through 34, inclusive.

Dated at Bellevue, Sarpy County, Nebraska this 12th day of July, 1955.

LAURE, INC.



*[Signature]*  
L. L. Lawrence, President

Sworn and subscribed before me a Notary Public on this 12<sup>th</sup> day of July, 1955.

*[Signature]*  
Notary Public

My commission expires: Feb. 6 - 1960



21-178

AMENDED RESTRICTIONS  
AND  
PROTECTIVE COVENANTS

Y  
KNOW ALL MEN BY THESE PRESENTS, that the undersigned,  
being the record owners of Lots One (1) through Thirty-four  
(34) of LAWRE ADDITION NO. 1 to the City of Bellevue, Sarpy  
County, Nebraska, and,

WHEREAS, the said owners of all of the hereinabove  
described realty have agreed that Items 2 and 3 of the  
Restrictions and Protective Covenants executed by the owners  
of the hereinabove described realty on July 12, 1955 and re-  
corded in Book 19 at Page 104 of the Miscellaneous records of  
the Register of Deeds of Sarpy County, Nebraska, should be  
amended.

NOW THEREFORE, Item 2 of the hereinabove mentioned  
Restrictions and Protective Covenants instrument is hereby  
amended to read as follows:

2. The ground floor area of the main struc-  
ture, exclusive of one story open porches  
and garages shall be not less than 900  
square feet in the case of a one story  
house or the total usable floor area ex-  
clusive of basement area shall be not less  
than 1200 square feet for each house of  
over one story,

and Item 3 of the hereinabove mentioned Restrictions and Pro-  
tective Covenants instrument is hereby amended to read as  
follows:

3. All buildings shall comply with the zoning  
regulations and building codes of the City  
of Bellevue, Nebraska, and in any event no  
building shall be located nearer than 35  
feet to the front lot line, or nearer than  
15 feet to any side street line, or nearer  
than 5 feet to any interior lot line, pro-  
vided, however, that said set back require-  
ments may be altered or changed upon the  
approval of such alteration or change by the  
building inspector of the City of Bellevue,  
Nebraska, and that such alteration or change  
shall conform to and with the building permit  
issued by the City of Bellevue.

19 Nov 56 9:30 am

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BE IT FURTHER KNOWN that all of the covenants, conditions and restrictive covenants contained in the Restrictions and Protective Covenants Instrument, dated July 12, 1955 and recorded in Book 19 at Page 104 of the Miscellaneous records of the Register of Deeds of Sarpy County, Nebraska shall remain in full force and effect as herein set forth, except as amended hereby in the manner above stated. \*

DATED at Bellevue, Sarpy County, Nebraska this 30<sup>TH</sup> day of October, 1956.

*J. S. Vinardi*  
J. S. Vinardi  
Record Owner of Lots 2, 3, 4, 11, 12, 13, 14, 17, 18, 19, 26, 30, 31, 32 and 34

LAWRE, INC.  
By *[Signature]*  
President  
Record Owner of Lots 5, 20, 21, 29 and 33

*Burley E. Schultz*  
Burley E. Schultz  
and  
*Katherine F. Schultz*  
Katherine F. Schultz, and  
and wife, Record Owners of Lot 6

*John E. Thornton*  
John E. Thornton  
and  
*Louise D. Thornton*  
Louise D. Thornton, husband  
and wife, Record Owners of Lot 9

*James H. S. Rasmussen*  
James H. S. Rasmussen  
and  
*Jay C. Rasmussen*  
Jay C. Rasmussen, husband and  
wife, Record Owners of Lot 22

KNOW ALL MEN BY THESE PRESENTS:

THAT LAWRE, INC., BEING THE THEN OWNER AND PROPRIETOR OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE WHICH WAS ATTACHED TO THE PLAT OF LAWRE ADDITION No. 1, AS ORIGINALLY FILED AND RECORDED, DOES HEREBY STATE THAT IT WAS THE INTENTION OF THE OWNER AT THE TIME OF SAID DEDICATION AND PLATTING OF LAWRE ADDITION No. 1, TO DESIGNATE ALL THAT PART OF LAWRE ADDITION No. 1, EXCEPT:

- (1) LOTS ONE (1) TO THIRTY-FOUR (34), BOTH INCLUSIVE;
- (2) ALL STREETS, AVENUES AND ROADWAYS,

AS LOT TWO C (2C) OF LAWRE ADDITION No. 1, AND THAT THE SAID LAWRE, INC. DOES AT THIS TIME RATIFY AND CONFIRM THE DESIGNATION OF ALL THAT PART OF LAWRE ADDITION No. 1, EXCEPT

- (1) LOTS ONE (1) TO THIRTY-FOUR (34), BOTH INCLUSIVE;
- (2) ALL STREETS, AVENUES AND ROADWAYS,

AS LOT TWO C (2C) OF LAWRE ADDITION No. 1, AND DOES HEREBY AUTHORIZE SUCH DESIGNATION TO BE WRITTEN ON THE PLAT BY THE APPROPRIATE OFFICER OF THE COUNTY OF SARPY, STATE OF NEBRASKA.

LAWRE, INC.,

BY: [Signature]  
PRESIDENT

ATTEST: C. M. Lawrence  
SECRETARY

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) <sup>SS</sup>

ON THIS 28 DAY OF March, 1962, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME THE ABOVE NAMED C. M. Lawrence PRESIDENT OF LAWRE, INC., WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE FOREGOING DEDICATION, AND HE DID ACKNOWLEDGE THE SIGNING OF SAID DEDICATION TO BE HIS VOLUNTARY ACT AND DEED, AND THE VOLUNTARY ACT AND DEED OF SAID CORPORATION.

Mary Genestroyer  
NOTARY PUBLIC

My COMMISSION EXPIRES: Sept. 26-1965