

18097

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That SNYDER-BEASON DEVELOPMENT CORPORATION, a corporation of Waverly, Lancaster County, Nebraska, hereinafter known as the Company, owners of the following described real estate, located in Waverly, Lancaster County, Nebraska, to wit:

All of Buena Vista Fifth Addition, a subdivision of the Village of Waverly, Lancaster County, Nebraska:

does hereby create, adopt and establish the following restrictions against and upon said real estate, to wit:

- A. The construction of a dwelling shall not be started until the written approval is first secured from the Company, of the residential building plans, which must show the size, exterior material, design and plot plan indicating the location of the dwelling and garage upon the lot or lots. The Company reserves to itself, its successors and assigns, the sole right to approve or reject any building plans, if in its opinion, either the size, materials, design or plot plan do not conform to the general standard and value of development in the subject area. To insure the enforcement of this provision, one set of said plans, signed by the owner, shall be left on permanent file with the Company. This provision shall remain in full force and effect until January 1, 1983, and shall continue to remain in full force and effect thereafter until terminated by the Company.
- B. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood.
- C. No trailer, basement, tent, shack, barn or any other out-building erected in or on any lot, shall at anytime be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence.
- D. No building of any kind whatsoever shall be moved on to any building lots, except that the Company may use temporary buildings for storage of tools and material during construction of homes and development of the subdivision.
- E. No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed or suffered to remain upon said lots, and said lots shall not be used in any way, or for any purpose which may endanger the health, or unreasonably disturb the quiet of any holder of adjoining lots; except that this covenant shall not prevent the Company from placing signs advertising the lots on the subdivision upon any lots owned by the Company. This covenant shall not prevent the Company from building ornamental structures at subdivision entrances.
- F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

- G. The Company expressly reserves to itself, its successors and assigns, the sole and exclusive right to establish grades and slopes on all lots, and to fix the grade at which any dwelling shall be hereafter erected or placed thereon, so that the same may conform to a general plan.
- H. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants and conditions shall be deemed as covenants and not as condition hereof, and shall run with the land, and shall bind the several owners until the 1st day of January 1983, in any event, and continuously thereafter, unless and until any proposed change shall have been approved in writing by the owners of the legal title to all of the land on both sides of the street, within the block in which is located the property, the use of which is sought to be altered by said proposed change.
- I. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other real estate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.
- J. Invalidation of any one of these covenants by judgment or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Snyder-Beason Development Corporation, a Nebraska Corporation, has caused this instrument to be executed by its president, and its corporate seal to be affixed hereto this 27 day of August, 1973.

SNYDER-BEASON DEVELOPMENT CORPORATION

ATTEST:

[Signature]
Secretary

[Signature]
President

STATE OF NEBRASKA) ss
COUNTY OF LANCASTER)

On this 27 day of August, 1973, before me a Notary Public in and for said county, personally came Wilma R. Snyder, President of Snyder-Beason Development Corporation, to me personally known to be the President and identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed of the said Corporation and that the Corporate Seal of the said Corporation was thereto affixed by its authority.
WITNESS MY HAND and Notarial Seal the day and year last above written.

[Signature]
Notary Public

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