

25180

PROTECTIVE COVENANTS

That COVENTRY PLACE, INC., a corporation of Lancaster County, Nebraska, hereinafter known as the Company, being owners of the following described real estate, located in Lancaster County, Nebraska, to-wit:

All of Coventry Place Addition, a subdivision of the City of Waverly, Lancaster County, Nebraska, hereby create, adopt and establish the following restrictions against and upon said real estate, to-wit:

A. All lots herein described shall be used exclusively for private and single family dwellings; not to exceed two stories in height, and a private garage of a maximum three-car capacity, which may be either attached to or detached from the dwelling.

B. No dwelling shall be located on any lot nearer than 25 feet to the front lot line and all side lot lines shall be in conformance with the City Code and Ordinances of the City of Waverly. In case of a corner lot, the dwelling shall not be nearer than 25 feet to the side street lot line. No detached garage building, or other out-building shall be nearer than 50 feet to the front lot line and side lot requirements pertaining to detached garage buildings or other out-buildings shall be in conformance with the City Code and Ordinances of the City of Waverly.

C. The ground floor area of the main dwelling building, exclusive of open porches, terraces and garages, shall not be less than 800 square feet in the case of a 1 1/2 or 2 story dwelling, nor less than 900 square feet in the case of a one-story dwelling.

D. Each lot owner within 60 days after his dwelling is ready for occupancy shall plant in the front yard at least 2 deciduous trees with a calipher of at least 3 1/2 inches and shall nourish and maintain the same. Each lot owner within 60 days after his dwelling is ready for occupancy shall have the front yard sodded and the rear and side yards either sodded or seeded. The length of each lawn shall be kept trimmed to a maximum of six (6) inches. In the event occupancy of the dwelling house is accomplished after October 1st

25180

in any year, the owner shall have the option of conforming to this covenant on or before the June 1st next following.

(1) In the event occupancy of the dwelling house is accomplished after October 1st in any year, the owner of said premises shall, prior to such occupancy, have deposited in an escrow account sufficient monies to cover the costs of the required plantings and shall demonstrate proof of such deposit upon request by the Company.

E. 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, 1990, and shall continue to remain in full force and effect thereafter until terminated by the Company.

F. 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.

G. No trailer, basement, tent, shack, barn or any other out-building, erected in or on any lot, shall at any time be used as a residence, temporary or permanently; nor shall any structure of a temporary character be used as a residence.

H. 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.

25180

I. No nuisance, advertising sign, billboard, or other advertising device 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 said Company. This covenant shall not prevent the Company from building ornamental structures at subdivision entrances.

J. 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.

K. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

L. 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.

M. No dwelling unit shall be occupied until it has been finished and completed to the satisfaction of the Company.

N. 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, 1990, 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.

O. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be

25180

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 restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

P. 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.

Q. Each owner and/or occupant of a dwelling shall provide on-site parking for all vehicles belonging to the occupants of the dwelling. No unlicensed motor vehicle shall be allowed on the premises and no motor vehicles shall be allowed which are not used for owner/occupant family transportation including, but not limited to, stock cars, race cars, and junk cars. In the event a question arises as to the propriety of the presence of a vehicle not enumerated herein, the Company shall determine whether such vehicle's presence is allowed and that determination shall be final.

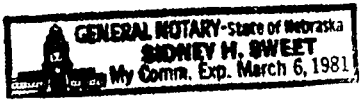
IN WITNESS WHEREOF, Coventry Place, Inc., a corporation, has caused this instrument to be executed by its president and its corporate seal to be affixed hereto this 19th day of September, 1978.

ATTEST: [Signature] COVENTRY PLACE, INC., a Corporation
By [Signature] President

STATE OF Nebraska :
County of Lincoln : ss

On this 19 day of September, 1978, before me, a Notary Public in and for said county, personally came T. E. Janssen, President of Coventry Place, Inc., 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 as President of said corporation 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 the day and year last above written.



[Signature]
Notary Public

145

LANCASTER COUNTY NEBR.
Ernest L. Zagnor
REGISTER OF DEEDS

1978 SEP 20 PM 3:07

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 78- 25180

\$16.25

INDEXED
MICRO-FILED
GENERAL

37-483

487

491

495

499

Return:
Michael Ruerden
321 Terminal Bldg
Lincoln, NE 68508