

FILED

1971 AUG 31 AM 10:44

RESTRICTIVE COVENANTS

CHARLOTTE PETERSEN
WASHINGTON COUNTY CLERK
PLATE NEBR.

The undersigned, Fred Klug and Arlene Klug, husband and wife; Gene Gnuse and Clarice Gnuse, husband and wife; Harry Teebken and Melba Teebken, husband and wife; Donald R. Hamre and Roberta L. Hamre, husband and wife; Lloyd Marshall and Ann Marshall, husband and wife; Louis R. Larsen and Shirley A. Larsen, husband and wife; Eugene Bastian and Billie Jo Bastian, husband and wife; and Stanley Misfeldt and Lois Misfeldt, husband and wife; being all of the owners of Lots One (1) through Twenty-one (21), inclusive, in Elkhorn Bluffs Addition No. 2 to the Village of Arlington, Washington County, Nebraska, do hereby declare that all lots contained in such Addition are and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

A. Said lots shall be used only for single family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational, non-profit, recreational uses or multi family dwellings.

B. No structure in said Addition shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined other than one detached single family dwelling not to exceed ^{Two} ~~one~~ story in height, or split level, with attached garage for not less than ~~two~~ ^{one} cars, or attached car port enclosed on two sides for not more than ~~two~~ ^{One} cars.

C. No building shall be located on any residential lot nearer than 30 feet to the front lot line nor shall any building be located nearer than 7 feet to any side lot line. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street front yard shall be no less than 25 feet and the other street side yard shall be not less than 15 feet.

D. 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. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building lot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. All tanks must be buried beneath the ground. No fence shall be built in the front yard beyond the front line of any dwelling, nor shall any hedges over two feet in height ^{be planted closer than 20' back from street curb.} ~~extend beyond the front line of any dwelling.~~ All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each lot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. Public sidewalks shall be constructed of concrete, not

less than four feet in width and four inches thick. Sidewalks shall be constructed on each lot on the portion thereof abutting Elkhorn Drive and Bluff Street. On street side closest to school

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages shall be not less than 1100 square feet.

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

I. All telephone, electric and other utility lines must be located underground.

J. These covenants, restrictions and conditions shall run with the land and continue until July 1, 1996, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

K. If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in such Addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

L. If any provisions hereof shall be adjudged unlawful or unenforcible, same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

Signed this 30 day of July, 1971.

Fred Klug
Fred Klug

Arlene Klug
Arlene Klug

Louis R. Larsen
Louis R. Larsen

Shirley A. Larsen
Shirley A. Larsen

Eugene D. Bastian
Eugene Bastian

Billie Jo Bastian
Billie Jo Bastian

Stanley Misfeldt
Stanley Misfeldt

Lois Misfeldt
Lois Misfeldt

Gene Gnuse
Gene Gnuse

Clarice Gnuse
Clarice Gnuse

Harry C. Teebken
Harry Teebken

Melba J. Teebken
Melba Teebken

Donald R. Hamre
Donald R. Hamre

Roberta L. Hamre
Roberta L. Hamre

Lloyd Marshall
Lloyd Marshall

Ann Marshall
Ann Marshall

STATE OF NEBRASKA)
WASHINGTON COUNTY) :ss:

On this 30 day of July, 1971, before me, the undersigned a Notary Public, duly commissioned and qualified for in said County, personally came Fred Klug and Arlene Klug, husband and wife, Gene Gnuse and Clarice Gnuse, husband and wife, Harry Teebken and Melba Teebken, husband and wife, Donald R. Hamre and Roberta L. Hamre, husband and wife, Lloyd Marshall and Ann Marshall, husband and wife, Louis R. Larsen and Shirley A. Larsen, husband and wife, Eugene Bastian and Billie Jo Bastian, husband and wife, and Stanley Misfeldt and Lois Misfeldt, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year

last above written.



Ernest L. Heller
Notary Public.

My commission expires April 29, 1975.

State of Nebraska }
County of Washington } SS 983

Entered in Numerical Index and filed for record
this 31st day of August

A. D., 1971 at 10:44 o'clock A. M.
and recorded in Book 71 at page 404-408

Charlotte L. Petersen
County Clerk
Janet Hoff Deputy