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AGREEMENT FOR RESTRICTIVE COVENANTS LA MAR ESTATES SUBDIVISION

Agreement made and entered into April 12, 1990 by and between Warron W. Sund and Sandra J. Sund, husband and wife, first parties, and Jimmie W. lloegemeyer and Sara S. lloegemeyer, husband and wife, second parties, witnesses that:

- 1. First parties own Lots 10 and 11 in La Mar Estates Subdivision of part of the Southwest Quarter of the Southeast Quarter of Section 29. Township 17 North, Range 9 East of the 6th P.M.; in Dodge County, Nebraska, and second parties own Lot 5 of said La Mar Estates Subdivision.
- 2: The parties hereto have made this agreement in consideration of their mutual desires with respect to the properties owned by each other in the subdivision, and with respect to their mutual desire to provide for and continue in effect as to all of the lots in the subdivision, those restrictive covenants which heretofore have applied to Lots 1 to 4 inclusive, and Lots 7, 8 and 9 in the subdivision, but not to the lots owned by the parties hereto.
- 3. The restrictive covenants heretofore and now applicable to Lors 1 through 4 and Lors 7 through 9 are as follows:

Upon the premises to which this agreement is applicable there shall be: (1) To dwelling having less than 1200 square feet of living area exclusive of garage and basement; (2) used as a dwelling no basement house; or trailer, or garage or outbuilding; (3) no swine, goats or foul, nor more than live head of cattle; (4) a 200-foot setback line from the highway for all buildings except residences and garages; (5) no business which would be deemed offensive or a nulsance in an urban residential area.

- 4. The parties hereto agree that effective immediately said covenants shall apply to Lots 5, 10 and 11 in La Mar Estates Subdivision, and shall continue so to apply unless rescinded with respect to all of the subdivision by the written agreement of the owners of at least nine of the lots in the subdivision.
- 5. The restrictions and covenants in this instrument are to rum with the land and shall be binding upon all parties and all persons owning the said Lots 5, 10 and 11 until rescinded or changed by action evidenced by written instrument signed and duly acknowledged by the owners of nine or more lots in the subdivision.
- 6. Invelidation of any part of the above covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

EXECUTED by the parties hereto on the date first above mentioned.

Warren W. Sund

Jimmie W. Hoegemeyer

Sara S. Roegemeyer

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STATE OF NEBRASKA)
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on $\frac{4/12/40}{1990}$, 1990, by Warren W. Sund and Sandra J. Sund, husband and wife.

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STATE OF NEEPASKA)

COUNTY OF DODGE)

The foregoing instrument was acknowledged before the on 4/12/90, 1990, by Jimmie V. Hoegemeyer and Sara S. Roegemeyer, hisband and wife.

A SEMERAL MOTARY State of Medicala JAN L. JAROSE My Comm. Esp. 9/2-7/11 Notary Public