

PROTECTIVE COVENANTS FOR WALNUT RIDGE SUBDIVISION
IN SECTION 29-12-14

WHEREAS, Clarence E. and Mary E. Wallace are the owners of the real property described as Walnut Ridge Subdivision, and are desirous of subjecting all lots in said subdivision to the restrictions, covenants, reservations, easements, and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

Definition of Terms

"Building site" shall mean any lot, or any two or more contiguous lots, or parcel of land of record in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these covenants.

I. Property subject to this Declaration.

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Cass, State of Nebraska, and is more particularly described as follows, to-wit:

Lots 1 through 27, inclusive, Walnut Ridge Subdivision, being a platting of part of the SW 1/4 of Section 29, Twp. 12 N., Rge. 14 E of the 6th P.M.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

II. General Purpose of conditions.

The real property described in Paragraph I hereof is subject to the covenants, restrictions, conditions, reservations, and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof, to protect the owners of building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property, to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. No building shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation, by an architectural committee consisting of Mr. and Mrs. Clarence Wallace and such other lot owners they shall appoint to serve with them. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if not suit to enjoin the erection of such building or the making of such building or the making of such alterations has been commenced prior to the completion hereof, such approval

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will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

B. No building shall be located on any building site less than 30 feet from the front lot line for all sites covered by these covenants. No building shall be located less than 15 feet from any side or rear lot lines.

C. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Storage of light commercial tools or machinery shall not be construed as a neighborhood nuisance provided said tools or machinery are housed entirely within a structure which has been approved by the architectural committee.

D. No trailer, basement, tent, shack, garage, barn, or other out-building other than guest houses and servants' quarters erected on a building site covered by these shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

E. The keeping of livestock, horses, or domestic animals shall be limited to one such animal for each building site without the prior written consent of a majority of the owners of all of the lots within ~~Walnut~~ ^{Ridge} subdivision. The keeping of a camper or a travel trailer, motor boat, house boat, or other similar vehicles may be stored and kept on any parcel of property provided they are housed completely within a structure which has been approved by the aforesaid architectural committee.

F. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages is less than 1200 square feet in the case of a one-story structure or less than 1600 square feet in the case of a one and one-half, two, or two and one-half story structure.

G. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon approval by the architectural committee.

H. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1997 at which time such covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

G. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 29th day of November, 1977.

Cherene E. Wallace

Mary E. Wallace

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STATE OF NEBRASKA)
) ss
COUNTY OF CASS)

Now on this 20th day of November, 1977, before me a notary public qualified in said county, personally came Clarence E. Wallace and Mary E. Wallace, husband and wife, known to me to be the identical persons who executed the foregoing instrument, and who acknowledged said execution to be their voluntary act and deed.

Tonda J. Lites
NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
TONDA J. LITES
My Comm. Exp. 1-29-80