

1177

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

PETERSON CONSTRUCTION COMPANY, A Corporation in Lincoln, Lancaster County, Nebraska, hereinafter known as the Company, being owners of the following described real estate located in the Village of Eagle, Cass County, Nebraska, to-wit:

Blocks 1, 2, 3, 5 and Lots 1 through 26, Block 4, Wulf's 5th Addition to Eagle (Parcel A is not covered by these covenants.)

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

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A. All lots herein described shall be used exclusively for private, single family dwellings, or duplexes as permitted by local ordinances, 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. Duplex units may have a maximum of a two-car capacity garage for each unit within the structure.

B. No dwelling shall be located on any lot nearer than 25 feet to the front lot line, nor nearer than 5 feet to the side lot line. In the 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-buildings, shall be nearer than 2 feet to the side lot line. Ordinances of the Village of Eagle may be more restrictive and, if so, supercede these covenants.

C. The ground area below the total living area in one dwelling shall not be less than 750 square feet in the case of a split level, 1 1/2 story, or 2 story dwelling, and not less than 800 square feet in the case of a one-story dwelling.

D. Not more than one living unit and a garage shall be built upon any lot, except duplex dwellings as provided in "A", and except nothing herein shall prevent the construction of one dwelling and garage on a portion of two or more lots. In such case, restrictions pertaining to the side lot lines shall be construed to apply to the side lines of such tract.

E. 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. Nuisance shall specifically include disabled motor vehicles in public view for longer than 60 days.

F. 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.

G. 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 subdivision.

H. 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 or dwellings on the subdivision upon any lots owned by said Company; nor the placement of any sign, required by law, nor the placement of temporary "for sale" or similar purpose signs or political campaign signs which do not exceed 6 square feet in size.

I. 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 that they are not kept, bred or maintained for any commercial purpose.

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

K. The owner of a lot or lots shall install public sidewalks as required by the Village of Eagle. Failure to do so by a subsequent owner within the time limit set by the Village shall empower Peterson Construction Company to install said public sidewalks and charge the cost thereof against said lot owner.

L. Any relocation of underground cables, transformer pads or service pedestals which may be required as a result of grade changes made by the owner of a lot or lots shall be done and performed at the expense of the owner requiring such change.

M. 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.

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 first day of January, 1999, in any event, and continuously thereafter, unless and until any proposed change shall have been approved in writing by the owners of 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. "Block" as used in this section shall not be construed to extend more than 300 feet from the property the use of which is sought to be altered.

O. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, any other person or persons owning any other real estate in said subdivision shall have the authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions 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.

IN WITNESS WHEREOF, Peterson Construction Company, a Corporation, has caused this instrument to be executed by its president and its corporate seal to be affixed hereto this 24th day of July, 1978.

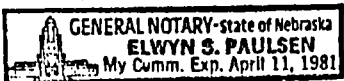
PETERSON CONSTRUCTION COMPANY
A Corporation

BY *Robert E. Peterson*
President

STATE OF NEBRASKA)
) SS.
LANCASTER COUNTY)

Before me, a notary public qualified in said county, personally came ROBERT E. PETERSON, President of PETERSON CONSTRUCTION COMPANY, A corporation and known to me to be the President of PETERSON CONSTRUCTION COMPANY and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was therefore affixed by its authority.

WITNESS my hand and notarial seal on July 25, 1978.



Elwyn S. Paulsen
NOTARY PUBLIC

My Commission Expires: April 11, 1981