

E AND J OIL COMPANY, INC.
 TO
 THE PUBLIC
 BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS
 FOR
 EASTWOOD FIRST ADDITION TO LOUISVILLE, NEBRASKA.

This declaration, made the 3RD day of May, 1977
 by Errol Meisinger, President of E and J Oil Company, Inc., hereinafter called the Declarant,

WITNESSETH:

Whereas, the Declarant is the owner of the real estate platted as Eastwood First Addition to the Village of Louisville, Cass County, Nebraska, and

Whereas, the Declarant is desirous to subject the real property herein described to the restrictions, covenants, reservations, easements, liens 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 of every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

Now, therefore, Declarant hereby declares that the real property herein described is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

"Building site" shall mean any lot, or portion thereof, or any two or more contiguous lots, or a 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 in Eastwood subdivision, present and future plattings, is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared; all to

*file against Lots 1 thru 3
 Eastwood First Addition to
 of Louisville*

*Rec F 75
 FILED FOR RECORDS 5-9-1977 9:10 A.M. IN BOOK 19 OF INDEX
 PAGE 476
 REGISTER OF DEEDS, CASS CO., NEBR.
 \$ 15.50*

COMPARED

insure the best use and the most appropriate development of each building site therein; to protect the owners of building sites against such improper use of surrounding 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 thereof 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 space 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, and to provide for the use of residential lots and common areas by owners of lots herein described.

II. COVENANTS AND RESTRICTIONS

A. All numbered lots shall be known and described as residential building sites except Lot 35 which shall be used for multiple-family dwelling units. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling not to exceed two and one-half stories in height; however, not less than one automobile garage must be provided for each dwelling unit. Garage restrictions shall not be required for the multiple dwelling building lots.

B. 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 buildings 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 Errol Meisinger and such other lot owners as he shall appoint to serve with him. In the event of death or resignation of any lot owners

on 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 thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C. No building shall be located on any lot nearer than 25 feet to front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than six feet to an interior lot line except that a five foot side yard shall be permitted for a garage or other accessory building located 25 feet, or more, from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of the building or a lot to encroach upon another lot.

D. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

E. 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.

F. No trailer, motor home, camper, basements, tent, shack, garage, barn, or other out-building shall be erected upon a building site covered by these covenants or used for human habitation temporarily or permanently, nor shall any structure of a temporary

character be used for human habitation. No trailer, motor home, camper, or boat trailer shall be stored on any building site for more than 14 days of each calendar year unless housed or garaged.

G. No dwelling shall be permitted on any residential lot described herein having a ground floor square foot area of less than 1,000 square feet in case of a one story structure nor less than 1,200 square feet in case of a 1½, 2, or 2½ story structure, exclusive of basements, porches and garages. Basement is defined as any part of the home below highest grade level adjoining the home. The architectural committee may in writing waive the prescribed minimums in situations where such waiver will enhance the beauty and development or where adherence would cause undue hardship to the owner.

H. No animals or poultry of any kind, other than house pets, shall be kept or maintained overnight on any building site.

I. No fence, wall, hedge or mass planting shall be permitted to extend beyond the minimum building setback line from any street established herein except upon approval by the architectural committee as provided in Paragraph B.

J. Public concrete sidewalks, three feet wide by four inches thick, shall be installed in front of each improved lot and on the side street of improved corner lots.

K. Provisions of these covenants and restrictions pertaining to residential building sites shall not apply to any lettered lots.

L. Propane tanks on said premises shall be either buried or screened and shall be placed on said lots as per a written permit from the architectural committee.

M. Insulation in all dwellings constructed on any building site shall be a minimum of R 22 in the ceiling and R 11 in the sidewalls.

III. DURATION OF COVENANTS AND RESTRICTIONS

A. These covenants (A through M) are to run with the land

and shall be binding on all parties and all persons claiming under them until 35 years at which time said covenants shall be automatically extended for successive periods of ten 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.

B. If the parties hereto, or any of them, or their heirs or assigns, shall 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 covenants, and either to prevent him or them from so doing or to remove damages or other dues from such violation.

C. 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.

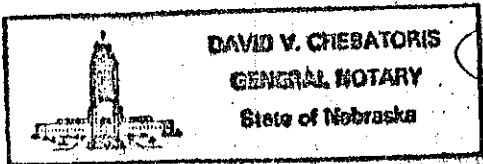
E AND J OIL COMPANY, INC.

By Errol Meisinger
Errol Meisinger, President

STATE OF NEBRASKA) ss.
COUNTY OF CASS)

On this 3rd day of MAY, 1977, before me, the undersigned, a Notary Public in and/or said County, personally came Errol Meisinger, President of E and J Oil Company, Inc., a Nebraska Corporation, 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 such officer, and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal at Wichita, Kansas, Nebraska, in said County the day and year last above written.



David V. Chobatoris
Notary Public

My Commission Expires: 10/1/77