

PROTECTIVE COVENANTS IN CLARMAR ADDITION  
CITY OF FREMONT, DODGE COUNTY, NEBRASKA

CLARENCE WITTMANN & MARGUERITE C. WITTMANN, )  
husband and wife, and )  
HAROLD ELLER & MAGDALENE ELLER, )  
husband and wife, )  
to )  
Whom it may concern )

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1980.

If the parties hereto, or any of them or their grantees, 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 development or sub-division 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. Grantors hereof shall not be liable in respect of acts or defaults of any of these covenants by any grantees.

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.

A. No residential structure shall be erected or placed on any building plot which plot has an area of less than 5000 square feet or a width of less than 50 feet at the front building setback line, and such plot of said dimensions is herein defined as a "building plot."

B. 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.

C. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

D. No structure shall be erected on any residential building plot other than dwellings not to exceed two stories in height and a private garage or car port and attached breezeways or other outbuildings incidental to residential plots.

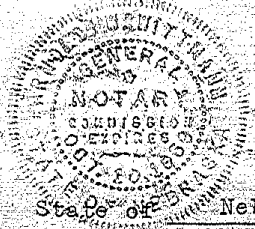
E. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line except a garage or other outbuilding located 55 feet or more from the front lot line shall not be located nearer than 3 feet to any side building plot line.

F. No residential structure shall be erected or placed on any building plot exclusive of open porches and garages with less than 1000 square feet. A 1 1/2 story or 2 story structure must contain not less than 800 square feet on the ground floor.

IN WITNESS WHEREOF we have set our hands this 13th day of May, 1955.

Dwaine E. Junk  
(Witness)

Clarence Wittmann  
Marguerite Wittmann  
Harold J. Eller  
Magdalena M. Eller



State of Nebraska )  
                                  ) ss.  
                                  ) Dodge County)

On this 13<sup>th</sup> day of May, 1955, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county, personally came

Clarence Wittmann & Marguerite C. Wittmann, husband and wife, and  
Harold Eller & Magdalene Eller, husband and wife,

to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written

*Clarence Wittmann* Notary Public

My commission expires the 15 day of October, 1959.

INDEXED  
GRANTOR  
GRANTEE  
REGISTER  
COMPIRED  
PAGED

Recorded on this 23<sup>rd</sup> day of May, A.D. 1955, W. L. S. at 11:00 AM in Book 585 page 585 by Clarence Wittmann Notary Public.