

RESTRICTIVE COVENANTS

TO WHOM IT MAY CONCERN:

CHARLES A. NYE, MURIEL NYE, DANIEL J. UHRIG and CORNELIA UHRIG,
owners of the following described property:

"That part of the East Half of the Southeast Quarter of Section Nineteen, Township Fifteen North, Range Eleven East, of the 6th P.M. in Douglas County, Nebraska, described as: From the Southeast corner of Section Nineteen, Township Fifteen North, Range Eleven East, North 0° West, assumed bearing along the East Section line 903 feet; thence North 89° 51' West 505.3 feet, to the point of beginning, thence North 89° 51' West 818.0 feet, thence North 0° 0' 43" West 525.0 feet, thence North 89° 36' 43" East 643.0 feet, thence North 49° 23' 12" East 139.42 feet; thence along a curve of 125 feet radius, concave northeasterly, 92.14 feet with a chord South 61° 34' 37" East 90.07 feet; thence South 2° 02' 5" West 279.57 feet, thence South 0° West 300.0 feet to the point of beginning. Contains 10.175 acres."

"That part of the East Half of the Southeast Quarter of Section Nineteen, Township Fifteen North, Range Eleven East, of the 6th P.M. in Douglas County, Nebraska, described as: From the East Quarter Corner of Section Nineteen, Township Fifteen North, Range Eleven East, South 89° 59' 04" West, assumed bearing, 604.44 feet along the North line of the Southeast Quarter to the point of beginning, thence continuing South 89° 59' 04" West 719.21 feet, thence South 0° 0' 43" East 611.83 feet, thence North 89° 36' 43" East 719.08 feet, thence North 0° West 607.16 feet to the point of beginning. Contains 10.062 acres."

"That part of the East Half of the Southeast Quarter of Section Nineteen, Township Fifteen North, Range Eleven East, of the 6th P.M. in Douglas County, Nebraska, described as: From the East Quarter Corner of Section Nineteen, Township Fifteen North, Range Eleven East, South 0° West, assumed bearing along the East Section line 1119.3 feet, thence North 89° 51' West 50.0 feet West to the point of beginning, thence continuing North 89° 51' West 429.64 feet to a point on curve concave Northeasterly of 75 feet radius a distance of 117.61 feet, chord North 44° 55' 30" 105.93 feet, thence North 0° West 1042.90 feet to the North line of the Southeast Quarter of Section Nineteen, thence North 89° 59' 04" East 200.44 feet along the North line of said Southeast Quarter, thence South 0° West 407 feet, thence North 89° 59' 04" East 287 feet, thence South 0° West 712.16 feet to the point of beginning. Contains 10.243 acres."

"That part of the East Half of the Southeast Quarter of Section Nineteen, Township Fifteen North, Range Eleven East, of the 6th P.M. in Douglas County, Nebraska, described as: From the East Quarter Corner of Section Nineteen, Township Fifteen North, Range Eleven East, South 89° 59' 04" West, assumed bearing along the North line of the Southeast Quarter 604.44 feet thence South 0° West 607.16 feet to the point of beginning, thence South 89° 36' 43" West 719.08 feet, thence South 0° 0' 43" East 610 feet, thence North 89° 36' 43" East 643 feet, thence North 49° 23' 12" East 139.12 feet, thence along a curve concave Northeasterly, 96.54 feet with a radius of 125 feet, chord North 19° 27' 12" West 94.15 feet, thence North 0° West 435.73 feet to the point of beginning, Contains 10.037 acres."

do hereby declare and publish that said property shall be owned, conveyed and used subject to the following covenants, conditions, restrictions and easements:

I.

Residential and Agricultural

All land shall be used only for residential or agricultural purposes.

II.

Buildings and Construction

Buildings on each tract shall be limited to one detached single-family dwelling and collateral buildings subject to the following restrictions:

- (A) Minimum Dwelling Size. Each dwelling shall contain not less than 1800 square feet of finished living space, exclusive of porches, breezeways, basements and garages, for the ground floor. On split-level dwellings the ground floor shall be considered to include all living areas except such areas as are constructed on top of living areas.
- (B) Garages. For each dwelling there shall also be erected an attached garage for at least two cars with each stall at least ten feet by twenty-one feet in size.
- (C) Wiring. All power and telephone service lines shall be buried underground.
- (D) Height. No buildings shall exceed two and one-half stories in height.
- (E) Foundation. The exposed foundation walls of the dwelling must be constructed of or faced with brick or stone.
- (F) Finish of Buildings. All buildings shall be finished and painted or stained on the outside unless stone or brick.
- (G) Fencing. Wire fencing or cyclone fencing shall not be permitted on the land except for the limited purpose of an enclosure for household pets. All fencing must be kept in good condition.
- (H) Used Buildings. Buildings erected on locations other than on this property may not be moved on to this property. No prefabricated, factory constructed or precut home may be placed on premises.
- (I) Additional Buildings. Buildings other than dwellings shall be of a construction compatible with the dwelling.
- (J) Location. Location of buildings on the tract shall be a reasonable distance from the perimeter line of the tract.

III.

Approval of Plans

Prior to any construction or grading, including fencing, the owner must first submit construction plans to the undersigned and secure written approval thereof. Plans shall include site plans showing location of residence, other buildings and structures. If no objection within thirty (30) days after submitted, said plans shall be considered approved.

IV.

Dwelling Construction Time

The dwelling shall be framed in within six months after commencement of construction and ready for occupancy within a year.

V.

Dwelling Only Residence

Only the dwelling may be used as a residence.

VI.

Subdividing

Subdividing of a tract is prohibited.

VII.

Parking of Vehicles

(A) All trailers, boats or other recreational vehicles shall be stored either in enclosed structures or to the rear of the rear building line of the residence. All trucks, other than pick-up trucks, shall be enclosed in structures and not be parked in driveways or on the streets.

(B) Storage or installation of mobile or modular homes is prohibited.

VIII.

Care of Land and Nuisance

(A) None of the land shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor offensive to neighbors, or cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All rubbish, trash and garbage shall be removed and shall not be allowed to accumulate thereon, and shall not be burned by open fire, incinerator or otherwise on the land.

(B) Any use of the land which constitutes a nuisance is prohibited.

IX.

Animals

(A) Animals other than household pets, horses and ponies shall be prohibited.

(B) Breeding or raising of animals for commercial purposes is prohibited. Boarding of animals for persons not living on the premises is prohibited.

(C) The total number of horses or ponies on each lot shall be limited to four.

(D) All structures used for the housing or maintenance of animals and any areas where animals are kept shall be maintained at all times in a clean, neat and orderly manner. All reasonable and necessary steps shall be taken to insure rodent control.

X.

Guard Light

Any guard light or other light for illuminating the outside premises shall be erected so as not to constitute an annoyance or nuisance to neighboring property owners.

XI.

Junk

No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn-out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any land.

XII.

Easements

The property covered by these covenants shall have a permanent non-exclusive fifty foot roadway easement for ingress and egress over the following described property:

"From the East Quarter (E $\frac{1}{4}$) corner of Section Nineteen (19), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M. in Douglas County, Nebraska, South 0° West, assumed bearing, along the East Section line 1119.3 feet, thence North 89° 51' West 33 feet to the point of beginning, thence continuing North 89° 51' West 446.64 feet to a point on a curve, concave Northeasterly of 75 feet radius a distance of 117.61 feet, with a chord North 44° 55' 30" West 105.93 feet, thence North 0° West 1042.90 feet to the North line of the Southeast Quarter (SE $\frac{1}{4}$) of Section Nineteen (19) thence South 89° 59' 04" West 50.0 feet on the North line of said Southeast Quarter (SE $\frac{1}{4}$), thence South 0° East 607.16 feet, thence continuing South 0° East 435.73 feet, thence along a curve concave Northeasterly of 125 feet radius a distance of 196.02 feet, with a chord South 44° 55' 30" East 176.55 feet, thence South 89° 51' East 446.85 feet, thence North 0° West 50.0 feet to the point of beginning. Contains 1.849 acres."

the maintenance of which shall be the responsibility of the owners of the property covered by these covenants.

XIII.

Easements

An easement for the construction and maintenance of utilities is reserved for a space of ten feet on both sides of the roadway.

XIV.

Limitations of Time

These covenants shall be limited to twenty-five (25) years from the date of filing; any amendment shall be governed by this provision.

XV.

Covenants Run With Land

The provisions hereof shall inure to the undersigned and subsequent grantees, heirs, devisees, personal representatives, successors and assigns and run with the land for the benefit of all such persons.

XVI.

Enforcement of Covenants

(A) If the present or future owners, users or occupants of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute proceedings at law or equity against the person violating or attempting to violate any of these covenants either to prevent him from so doing or to recover damages.

(B) Any failure to neglect on the part of any owner of any tract or parcel of land in said Subdivision to demand or insist upon the observance of any covenants or provisions contained herein, or to proceed for the restraint of violation thereof, shall not be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereof. Any covenant or provision herein may be enforced at any time, notwithstanding violations thereof that may have been suffered or permitted theretofore, and no waiver of any covenants or provision herein in any particular shall be deemed a waiver of any other default hereunder, whether of the same or of a different nature.

(C) These covenants shall create no obligation on the part of the undersigned for their enforcement.

XVII.

Invalidation of One Covenant

Invalidation of one of these covenants by Court order or judgment shall in no way affect other covenants.

Dated this 24th day of January, 1984.

Charles A. Nye
Charles A. Nye

Muriel Nye
Muriel Nye

Daniel J. Uhrig
Daniel J. Uhrig

Cornelia Uhrig
Cornelia Uhrig

STATE OF ILLINOIS)
COUNTY OF Wake) SS.
~~COOK~~

On this 12th day of January, 1984, before me, a Notary Public in and for said county, personally came Daniel J. Uhrig and Cornelia Uhrig, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Owners of said tracts and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and official seal the date last aforesaid.

Debra F. Leckie
Notary Public
My Commission Expires Nov. 17, 1985

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 25th day of January, 1984, before me, a Notary Public in and for said county, personally came Charles A. Nye and Muriel Nye, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Owners of said tracts and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and official seal the date last aforesaid.

GENERAL NOTARY - State of Nebraska
QUAIN D. BRAGG
My Comm. Exp. 2-20-86

Quain D. Bragg
Notary Public
REGISTER OF DEEDS
C. HAROLD OSTLER
CLERK

1984 JAN 31 PM 12:54
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