

FILED FOR RECORD ON THIS 11TH DAY OF JUNE, A. D. 1955 AT 9 O'CLOCK
AND 45 MINUTES A. M. AND RECORDED IN MISC. BOOK "T" AT PAGE 15.
KITTY A. ROUSH, Register of Deeds
By Hannah O. Lawrence, Deputy

Fee: \$2.40

COVENANTS AND RESTRICTIONS FOR ALL
LOTS AND LANDS IN COUNTRY ACRES ADDITION
TO THE CITY OF FREMONT, NEBRASKA

WHEREAS, Country Acres Inc. is owner of all lots and lands included in the Country Acres Addition now platted and recorded in the Register of Deeds office, Dodge County, Nebraska.

WHEREAS, Country Acres Inc. holds all said lots and lands for sale and development and for the purpose of encouraging sales and development of said lots for purposes beneficial to Country Acres Inc. and all its grantees, said Country Acres Inc. does desire to place certain restrictions upon and covenants running with all said lots and lands in said addition.

NOW THEREFORE, Country Acres Inc., in consideration of the foregoing recitals and for the benefit of Country Acres and all its grantees, does hereby place upon all lots and lands in said Country Acres Addition the following building restrictions and covenants and does hereby agree with all its future grantees that the covenants and restrictions hereinafter set forth shall run with all lots and lands owned by Country Acres Inc., and any conveyed by it and all said covenants and restrictions shall be binding upon the grantors and grantees according to the terms hereinafter set forth:

1.

Country Acres Inc. hereby confirms the grant of easement as found in the dedicatory words of the plat forming Country Acres Addition filed of record with the Register of Deeds of Dodge County, Nebraska, and reiterates herewith as a covenant running with the land that there is hereby granted to the City of Fremont and any public or private utility company having a franchise from the City of Fremont, an easement across the rear five (5) feet of all lots in Country Acres Addition for the sole purpose of constructing and maintaining utility lines and pipes.

II.

No building shall be erected, altered, placed or permitted to remain on these premises other than one detached single-family dwelling, not to exceed one story in height and private garage. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling on lots in blocks numbered 1, 3, 5 and 6, nor less than 1,000 square feet for a one story dwelling on lots in blocks numbered 2 and 4 in Country Acres Addition, Fremont, Nebraska. Not more than one dwelling is permitted on any one lot.

III.

No building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line. For the purpose of this covenant, eaves and gutters only shall not be considered as part of a building.

IV.

No dwelling, including attached garage, shall have a frontage width of less than 40 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8500 square feet.

V.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

VI.

No structure of a temporary character, trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

VII.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority

of the then owners of the lots in the present Country Acres Addition, as presently platted, has been recorded, agreeing to change said covenants in whole or in part.

VIII.

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, Country Acres Inc., by its President and Secretary does hereby affirm and attest to said protective covenants on this 2nd day of June, 1955.

COUNTRY ACRES INC.

By H. E. C. Diestel
President

By John Diestel
Secretary



STATE OF NEBRASKA)
) SS.
COUNTY OF DODGE)

On this 2nd day of June, 1955, before me a Notary Public in and for said County, personally appeared H.E.C. Diestel, President and John Diestel, Secretary of Country Acres Inc., a Corporation, to me personally known to be the identical persons and officers executing the foregoing instrument on behalf of said corporation and they acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.



George P. Sobota
Notary Public