

4-406

FILED

1975 AUG 13 AM 9:13

CHARLES E. PETERSEN
CLERK

RESTRICTIVE COVENANTS

George M. Fitch and Phyllis R. Fitch, husband and wife, being the owners of Fitch's Addition to the Village of Herman, Nebraska, being more particularly described as follows:

Tax Lot Sixty (60) in Section Thirty (30), Township Twenty (20) North, Range Eleven (11) East of the Sixth Principal Meridian, Village of Herman, Washington County, Nebraska,

do hereby declare that all lots contained in said Addition are and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

1. All lots in said Addition shall be used for residential purposes only and no structure shall be placed or permitted on any lot except a new dwelling house for private use, new or attached garage, or new utility buildings.

2. No dwelling house shall be built in said Addition having a ground floor area of less than 1050 square feet, above grade, and if a two-story structure, less than an additional 850 square feet in the second-floor area, all exclusive of porches and garages.

3. No dwelling house shall be erected or placed on any lot having a width of less than 85 feet, nor upon any lot having an area of less than 12,000 square feet.

4. Easements for installation, servicing, maintenance and replacement of utilities and drainage facilities are reserved as shown on the recorded plat of the Addition, over, upon and across certain portions of each lot.

5. No animal, poultry or livestock of any kind shall be raised or kept within the Addition, except that dogs, cats and usual household pets may be kept if not used for any commercial purpose.

6. No mobile home, trailer, modular home, basement house, shack, tent or other structure of a temporary nature shall be kept, placed or maintained on any lot for use as a dwelling, either temporary or permanent.

7. No structure shall be moved upon any lot for the purpose of remodeling same into a dwelling or outbuilding.

8. No signs, billboards or other advertising structures or devices shall be kept, maintained or displayed on any lot.

9. No offensive trade or business activity shall be carried on upon any lot which shall be a nuisance or substantial annoyance to others in the neighborhood.

10. No hedge or fence shall be maintained on any lot except along the side or rear thereof and none shall be maintained or constructed at a height of more than five feet, nor any fence constructed or maintained which shall be more than 50% solid or opaque.

11. Public concrete sidewalks, four feet wide by four inches thick, shall be installed in front of each improved lot in said Addition and also on side street of improved corner lots.

12. No building or structure shall be constructed or maintained on any lot which shall have an over-all height in excess of 26 feet above grade line.

13. These covenants, conditions and restrictions shall run with the land and shall continue in force and be binding upon all owners and occupants of any land in said Addition until the expiration of 25 years from the date hereof, after which time same shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the owners at the date of such instrument is recorded, agreeing to change same in whole or in part.

14. If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in said Addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby.

15. If any provisions hereof shall be adjudged unlawful or unenforcible, same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

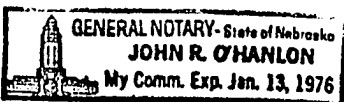
Dated this 17th day of August, 1975.

George M. Fitch
George M. Fitch
Phyllis R. Fitch
Phyllis R. Fitch

STATE OF NEBRASKA)
WASHINGTON COUNTY) :ss:

On this 17th day of August, 1975, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county, personally appeared George M. Fitch and Phyllis R. Fitch, husband and wife, to me known to be the identical persons whose signatures are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last aforesaid.



[Signature]
Notary Public

My commission expires 1-13-76

STATE OF NEBRASKA, COUNTY OF WASHINGTON 1 SS 1339
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 13th DAY OF August A.D. 19 75
AT 9:13 O'CLOCK A.M. AND RECORDED IN BOOK
4 AT PAGE 406-408
COUNTY CLERK Charlotte Peterson
Ls. 117Y Randy Trubless

OFFICES OF
O'HANLON & MARTIN
LAWYERS
BLAIR, NEBRASKA