

FILED FOR RECORD ON THIS 5th DAY OF Aug. A.D. 1971 9:18
O'CLOCK P.M. AND RECORDED IN BOOK 6 AT PAGE 312
Walter A. Pugh
Register of Deeds
Dorothy Lawrence
Deputy

COVENANTS RESTRICTING USE OF PROPERTY

INDEXED
GRANTOR
GRANTEE
REGISTER
COMPARED
PAGED

This instrument executed this 4 day of August, 1971, by Larry D. Flamme and Mary Jo Flamme of Fremont, Dodge County, State of Nebraska, hereinafter referred to as Flammes, as follows:

Whereas, Flammes are the owner of and have dedicated and platted as Flamme's Addition at North Bend, Nebraska, the following described properties: Lots Ten (10) to Forty-Four (44) inclusive and Lots Forty-Six (46) to Fifty-Eight (58) inclusive, being Flamme's Subdivision, part of which is inside and the remaining portion is adjacent to but outside the present city limits of North Bend, Nebraska, said addition having been platted and recorded with the Register of Deeds of Dodge County, Nebraska.

Whereas, Flammes do wish to adopt various restrictive covenants to be binding upon foregoing land and lots which they own and to bind any successors in interest in said lots to the restrictions for the purpose of maintaining level of use consistent with the values of the property.

NOW THEREFORE, the undersigned as owners of the above described property hereby adopt the hereinafter set forth restrictive covenants as binding upon the respective lots so numbered above in said Flamme's Addition and for themselves, heirs, personal representatives and assigns agree that said real estate and the owners and the land itself shall henceforth be perpetually bound to comply with all the covenants of this agreement in the use and occupancies of the respective premises. There is granted herewith to the owner, contract purchaser or mortgagee of any lot described above authority to prosecute an action for enforcement of any of the covenants or to prevent violation of any covenants above. Any future conveyance of the above described lots shall be subject to the provisions above whether specifically mentioned in the conveyance or not. These covenants herein are to run with the land and shall be binding upon all parties and persons claiming under them.

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 subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and seek legal or equitable relief.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other covenants.

The owners hereby agree, adopt and declare that none of the above described premises shall ever be used or permitted to be used or structures be permitted to be constructed in, upon or over said land which are not in accordance with the following restrictive covenants.

Restrictive Covenants:

A. Said lots shall be occupied for residence purposes only except lots or portions thereof as may hereafter be dedicated by the owners thereof for public purposes.

B. Only one single family dwelling not more than two stories high and private garage or car port for not more than two cars or other outbuildings incidental to residential uses shall hereafter be erected or placed on any of the said lots.

C. No such building shall be located nearer than 30 feet from the front lot line nor 10 feet from a side lot line of said lots.

D. On said lots the ground floor area of the main structure exclusive of porches and garages shall not be less than 1200 square feet or 900 square feet in the case of a two story building.

E. No trailer, basement, tent, shack, garage or other outbuilding erected on one of said lots 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.

F. An easement is reserved over the rear 10 feet of each lot for utility installation and maintenance.

G. No noxious or offensive activity shall be carried on upon any lot which may be or become a nuisance or unreasonable annoyance to the neighborhood.

H. No animals or poultry shall be raised, bred or kept on any of said lots except a reasonable number of personal family pets.

I. Plot plan, floor plan and front elevation of all structures must be approved by the Board of Directors of the North Bend Development Corporation, its successors or assigns so long as said corporation shall remain in existence, prior to construction.

either of the undersigned, if living, and

Relaxation of provisions: If, at any time, the owners of 75 % of the said lots in said addition consent in writing thereto, any of the provisions of these restrictive covenants can be amended or relaxed. By owners as used herein, is meant the holders of the record title thereto. If a lot has been sold on contract, the signing must be by the holder of the title, not the contract buyer. If a title is held in joint tenancy, then both joint tenants must sign.

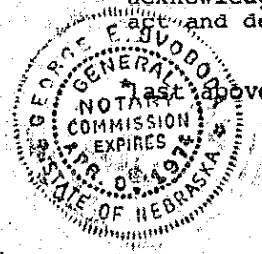
WITNESS my hands this 4 day of August, 1971.

Larry D. Flamme
Larry D. Flamme
Mary Jo Flamme
Mary Jo Flamme

STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

On this 4 day of August, 1971, before me a notary public in and for said county personally came Larry D. Flamme and Mary Jo Flamme, to me personally known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein set forth.

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



George E. Suddo
Notary Public