

BETTERMAN KATELMAN & HOTZ  
444 REGENCY PKWY. DR., #302  
OMAHA, NE 68114-3779

237-  
653

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 294  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 3rd DAY OF February, 19 95  
AT 3:53 O'CLOCK P. M. AND RECORDED IN BOOK  
237 AT PAGE 653-657  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Karen Madson

FILED

95 FEB -3 PM 3:53

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR

PROTECTIVE COVENANTS

The undersigned, being all of the owners of the real property legally described as Lots 1, 2, 3, and 4, High Point Estates, a Subdivision in Washington County, Nebraska (individually referred to as a "Lot" and collectively, as the "Lots" or the "Property"), hereby adopt the following Protective Covenants:

A. The Property shall be used only for single family, residential purposes. All accessory buildings shall be of wood, decorative masonry, or metal construction (excluding quonset huts and non-factory designed and built metal buildings which are prohibited on the Property), shall be set back a minimum of ten (10) feet from the front of the residence, and shall conform to good architectural design, and be harmonious and compatible with neighboring properties.

B. Subject to the other provisions hereof, no obnoxious or offensive trade or activity shall be carried on upon the Property, nor shall anything to done thereon which may be or become an annoyance or nuisance to any of the Property owners' neighboring properties or landowners.

C. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the Property 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 until the entire building is substantially completed and the exterior fully completed. Upon the commencement of construction of any residence or building, the residence or building must be completed within twelve (12) months thereafter.

D. The minimum dwelling size on the Property shall be as follows:

1. For a ranch style (one level) or split entry home, the ground floor (or main level) shall contain not less than 1,400 square feet of finished living area.
2. For a one and one-half (1½) story or two (2) story home, the ground floor (first floor) shall contain not less than 900 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 1,600 square feet.

653

3. Home exteriors may be painted or colored only in earth tone colors.
4. Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence.

The computation of living area shall be exclusive of porches, breezeways, and garages. The maximum height for any building shall be two (2) stories above grade, excluding a walk-out basement, and all residences shall be built with a garage for not less than two (2) cars.

E. Recreation-type vehicles, trailers, campers, boats, trucks, tractors, equipment, or machinery must be parked or stored in a building or in a manner as not to be visible from neighboring lots and other properties.

F. Any and all animals or livestock maintained on the Property shall be kept in accordance with requirements of Nebraska law and ordinances of Washington County, Nebraska. All structures used for the housing or maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean, and orderly manner by the owner of a Lot. The maintenance of swine of any type shall not be permitted on a Lot. Birds, poultry, cats, or dogs may be kept, provided that they are not raised, bred, or maintained for any commercial purpose. Horses, cattle and other domesticated animals may be kept provided that the total of such animals not exceed more than three of such animals per Lot.

G. No building or residence shall be located on a Lot nearer than seventy-five (75) feet from the front property line or seventy-five (75) feet from the closest edge of the roadways, whichever is farthest. No residence or building shall be located nearer than seventy-five (75) feet to a side or rear property line.

H. No further subdividing of any of the Lots shall be permitted unless all the owners of the Lots agree. The configuration and size of the Lots shall remain as shown on the plat which is attached hereto, marked Exhibit "A", and incorporated herein by this reference, unless all of the owners of the Lots agree to a revision or replatting in whole or in part of such plat.

I. The following prohibitions shall be observed:

1. No dwelling constructed in another location shall be moved to any Lot.
2. The assembly, disassembly, or general service work on any car, truck, equipment, or other machinery shall be prohibited on any Lot, except in an enclosed garage or building.

655

3. No signs or billboards of any type or nature whatsoever shall be placed on or constructed or erected on the Property, except that "Private Road", "No Trespassing" and "For Sale" signs may be placed on any Lot;

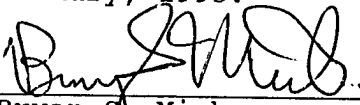
J. These Protective Covenants shall run with and bind the Property and the then current owners thereof, and shall inure to the benefit of and be enforceable by such owners or their successors in interest, or the owner of any neighboring property conveyed to such owner by the undersigned, and their legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date these Protective Covenants are recorded, after which time said Protective Covenants shall automatically renew for successive periods of ten (10) years each unless a majority of the owners of the Lots agree to amend, revise or terminate the same.

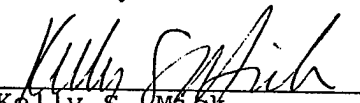
K. Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction set forth herein, either to restrain the violation or to recover damages, and against a Lot or Lots to enforce any lien created by these Protective Covenants. Failure to enforce any covenant, condition or restriction herein shall not be deemed a waiver of the right to do so on any one or more successive occasions. Invalidation of any one of these covenants, conditions or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

L. These Protective Covenants may not be amended or terminated without the written consent of a majority of the then owners of the Lots.

M. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement to enforce any of the provisions contained herein.

DATED this 2nd day of February, 1995.

  
\_\_\_\_\_  
Bryan S. Mick

  
\_\_\_\_\_  
Kelly S. Mick



