

DBL 71 Pg 586

586

FILED

PROTECTIVE COVENANTS

1973 NOV 13 PM 2:41

The undersigned, Lakeview Estates, a Nebraska Firm, hereinafter referred to as "Developer," John R. Foley and Joan M. Foley, husband and wife, being the owners of Lakeview Estates, a subdivision in Washington County, Nebraska, located in West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Section 12, Township 17 North, Range 11 East and Tax Lot 30, Section 13, Township 17 North, Range 11 East of the 6th P.M. in Washington County, Nebraska, do hereby create, adopt, declare and establish the following restrictions:

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance. None of the lots shall be used for any immoral or illegal purposes.
2. Setbacks and Sideyards. All setbacks, sideyards and rear yard requirements shall conform to applicable laws and ordinances.
3. Accessory Structure. No structure of a temporary character, trailer, basement, tent, shack, or other outbuildings shall be used on any lot at any time, either temporary or permanent, except for one detached building, (maximum size being 400 square feet).
4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purposes, with exception of 1 horse per acre.

5. Fences. Fences shall not be located on any lot nearer to the street than the structure located on said lot except for architectural fences approved by the developer.

6. Area. All residential structures shall conform to the following area and related requirements:

A. Construction must be started within a two (2) year period from closing date. Completion of any construction must be within one (1) year from beginning of construction.

B. A one-story residence with attached garage shall contain not less than 1100 square feet of finished floor space on the main living level.

C. A split level residence with attached garage shall contain a total of not less than 1100 square feet of finished floor space on the two (2) main levels exclusive of any floor space located below one of the levels and exclusive of garages.

D. A one and one-half or two story residence with attached garage shall contain:

1. Not less than 900 square feet of finished space on the main floor and

2. A total finished floor area of not less than 1500 square feet.

7. Weeds. The title holder of each lot vacant or improved shall keep his lot or lots free from weeds and debris.

8. Moved Dwellings. Dwellings constructed in any other addition or location shall not be moved to any lot within this addition.

9. Conform to Zoning. All structures including driveways and sidewalks and patios placed upon the above property shall conform to the zoning requirements of Washington County, Nebraska.

10. Removal of Debris. Upon completion of the construction of any dwelling house or building on the above lots, the construction debris must be removed from the area of Lakeview Estates. No owner or occupant of any dwelling house within Lakeview Estates shall place upon, burn or dispose of any trash, refuse, paper or other items on any lots in Lakeview Estates.

11. Automobiles. No boat, camper, trailer, or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motor cycle, truck, or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure.

12. Outside Antennas Prohibited. No outside radio, television, Ham broadcasting, or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house or in any other place in the house where it will be concealed from public view from any side of the house.

13. Written Approval from Developer. No structure of any kind, including fences, shall be erected, allowed, or placed on any lots in this subdivision until written approval thereof has been obtained from the developer and all structures shall be designed and used in conformity with existing structures, topography and lots grades and in harmony with existing structures. Further, all retaining walls, including location, type of wall, height and materials, shall not be constructed on any lot in this subdivision until written approval hereof has been obtained from the developer.

14. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Blair Telephone Company, their successors and assigns to erect, operate, maintain, repair and renew underground

conduit and wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon and below a ten (10) foot strip of land adjoining the rear and side boundary lines of said lots in said addition; said license is granted for the use and benefit of all present and future owners of lots in said addition; provided, however, that said lot line easement is granted upon the specific condition that if both of said utility companies fail to construct underground conduit and wires along any of said side lot lines within 48 months after completion of the development, or if any underground conduits and wires are constructed but are thereafter removed, without replacement within sixty (60) days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

15. Remedy on Violation. If the parties hereto or any of their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation.

16. Severability. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

17. Binding on Successors. The covenants and restriction herein contained shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of

the covenants herein contained is several and separate from the other covenants and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

18. Enforcement by Developer. Nothing herein contained shall in any way be construed as imposing upon the Developer or any of the undersigned any liability, obligation, or requirement to enforce this instrument or any of the provisions contained herein.

19. Assignment by Developer. The rights, powers, and responsibilities of the Developer as outlined and contained in this agreement may be assigned and delegated by the Developer.

20. Modification. The Developer shall have the right by an express written permit for the purpose of avoiding undue hardship to waive partly or wholly the application to any lot of any covenant granted.

Signed this 25th day of October, 1973.

LAKEVIEW ESTATES, A Nebraska Firm

By John R. Foley

By Joan M. Foley

John R. Foley
John R. Foley, Husband of
Joan M. Foley

Joan M. Foley
Joan M. Foley, Wife of
John R. Foley

591

STATE OF NEBRASKA):ss:
WASHINGTON COUNTY)

On this 25th day of October, 1973, before me, a Notary Public duly commissioned and qualified in and for said County, personally came John R. Falsy and Jean M. Falsy, Owners of Lakeview Estates, a Nebraska Firm, to me personally known to be the same and identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said Firm.

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



WARREN D. WHITTAKER
GENERAL NOTARY, STATE of Nebr.
My Commission Expires
February 8, 1976

Warren D. Whittaker

My commission expires: February 8, 1976

STATE OF NEBRASKA, COUNTY OF WASHINGTON) 23 1836
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 13th DAY OF November A.D. 1973
AT 2:41 O'CLOCK P. M. RECORDED IN BOOK
71 AT PAGE 586-591
COUNTY CLERK Charlotte L. Petersen
DEPUTY Elizabeth M. G.

591