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#122

Medlex Farm Inc., a corporation, being the owner of Lots 12 through 45 inclusive in Phase II of Medlex Subdivision, and also the owner of all of the East Half of the Southeast Quarter of Section 26, Township 15, Range 9, Saunders County, Nebraska, not included in the Medlex Subdivisions, hereby create, adopt and establish the following restrictions against and upon said real estate, to-wit:

1. The following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the above described real estate until January 1, 2003.

2. All lots and building sites shall be used only for single family purposes and for accessory structures incidental to residential use.

3. No noxious or offensive trade or activity shall be carried on on this property, nor shall anything be done thereon which may be or become an annoyance or nuisance to residents. All lots shall be kept free of trash and debris and weeds shall be kept cut to a height of not more than 12 inches above the ground level.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence, temporary or permanently, nor shall any structure of a temporary character be used as a residence, except structures now existing. No animals, livestock or poultry of any kind shall be raised or kept on said real estate except that dogs, cats or other household pets are permitted, provided they are not kept, bred or maintained for any commercial purpose. Dwellings constructed elsewhere shall not be moved on to this property.

5. No structure on this property shall exceed two stories in height.

6. Each family dwelling, without garage or carport, must exceed 1600 square feet living area, excluding basement, breezeway and porches. Each family dwelling with garage or carport must include 1400 square fee living area, excluding basement, breezeway and porches.

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7. The construction of a dwelling shall not be commenced until all house elevations and lot grades shall have been approved in writing by the undersigned.

8. There shall be a set-back line of not less than 30 feet from all sides of all lots.

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

10. If the present or future owners of any of the above described real estate, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF Medlex Farm Inc., a Nebraska corporation, being the owner of all of the above described real estate has executed these covenants this 14<sup>th</sup> day of June 1976.

No Not 2v 12 2t 10m

MEDLES FARM INC.  
A Nebraska Corporation

BY George W. Hamble  
President

SAUNDERS CO. NEBRASKA  
Entered in NUM. INDEX  
Register of Deeds Office

15-19 76 at 2:00 P.M.  
in Bk. 16 Pg. 188  
MIS. 433

By Medlex Farm Inc.  
Register of Deeds  
Dep.

A. E. Sullivan

1754

