

83
95

PROTECTIVE COVENANTS

VALLEY FARMS 1ST ADDITION - LOTS 1 THRU 83

KNOW ALL MEN BY THESE PRESENTS, that the Undersigned, owners of Lots 1 thru 83, Valley Farms 1st Addition; being a subdivision platting of part of the West 1/2 of Section 25, Township 16 North, Range 9 East of the 6th P.M., Douglas County, Nebraska, as surveyed, platted and recorded ("Property"), have created, declared, adopted and established the following restrictions upon the Property for the use and benefit of themselves, their heirs, successors and assigns, for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said Property; said restrictions to be enforceable by any individual or entity at any time holding record title to any part of the Property:

1. MEMBERSHIP IN PRAIRIE POINT ESTATES HOME ASSOCIATION. Every record holder of title to the above described lots in Valley Farms 1st Addition is automatically a member of the Prairie Point Estates Home Association, a non profit corporation; and is subject to the Association's Articles, By-Laws, fees and monthly assessment on each improved lot, in order to provide for street and common area maintenance and water and sewage service.

2. USE RESTRICTIONS. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars. No business, business activity, occupation or unlawful activity shall be permitted to be carried on upon said lot or lots. "Lot", as used herein, shall mean a lot as now platted or a parcel of the Property comprised of parts or all of two or more lots as so platted; provided that the parcel so used shall comply with all applicable building codes of the city of Valley, Nebraska.

3. LIVING AREA. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,000 square feet in the case of a one story structure, nor less than 800 square feet on the ground floor in the case of a one and one-half or two-story structure, exclusive of porches and garages.

4. SET-BACK. In all cases, each and every building shall comply with the applicable building code and regulations of the City of Valley, Nebraska, in regard to the minimum setbacks required.

5. IMPROVEMENTS. No improvements (dwelling house) shall be permitted on any lot described herein, having a value of less than (\$18,000.00) Eighteen Thousand Dollars. If a garage is not built, space must be provided on the lot or lots to construct such a building at a later date. Any garage or out building must be built of materials compatible with the dwelling and shall be structurally harmonious with the building.

6. TEMPORARY STRUCTURES, OUTBUILDINGS. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently. House Trailers will not be permitted in or on any lot.

7. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

8. UTILITY EASEMENTS. A perpetual license and easement is hereby reserved in favor of and granted to each of Omaha Public Power District and Northwestern Bell Telephone Company, and their respective successors and assigns, to place, install, erect, operate, maintain, repair, replace and renew underground cables, any lines and conduits, and poles and accessory equipment for the carrying and transmission of electric current, telephone, telegraph or other messages; on, over, through, under and across a 5' wide strip of land adjoining all side boundary lot lines and a 8' wide strip of land adjoining the rear boundary of interior lots and a 16' strip of land adjoining rear lines of all exterior lots. The term exterior lot is herein defined as those lots forming the outer perimeter of above. Said 16' easement is reduced to an 8' strip when the adjoining land is platted and recorded if said 16' strip is not occupied and if requested by owner.

No permanent building, trees, retaining wall, or loose rock walls in said easement ways will be permitted but it is satisfactory in these easement ways to have gardens, shrubs, landscaping, and other plantings that do not then or later interfere with said lands or rights herein granted.

9. LIVESTOCK, COMMERCIAL PET ACTIVITY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Dogs must be kept leashed or in runs.

10. STREETS. No automobile shall be driven in excess of 25 miles per hour within the Property and usual driving and safety rules shall be observed. Boat trailers or camping trailers must be stored in buildings or removed from the Property.

11. BINDING EFFECT, TERM, These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years; provided that said covenants may be changed in whole or in part at such renewal by an instrument thereafter recorded which is signed by 75% of the then record owners of the lots.

12. ENFORCEMENT. Enforcement shall be by proceedings at law, or in equity, against any person or persons, violating any covenant, either to restrain violation or to recover damages.

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

DATED this 8th day of July, 1976.

Gail W. Bevington
GAIL W. BEVINGTON
GENERAL MANAGING PARTNER
PRAIRIE POINT ESTATES, LTD.

Larry L. Martz
LARRY L. MARTZ

Patricia G. Martz
PATRICIA G. MARTZ

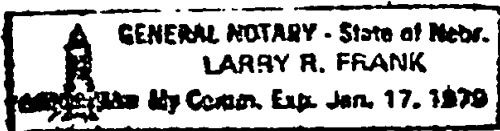
Basil K. Davis
BASIL K. DAVIS

Patricia E. Davis
PATRICIA E. DAVIS

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 8th day of July, 1976, before me a Notary Public duly commissioned and qualified in and for said County, personally came GAIL W. BEVINGTON, GENERAL MANAGING PARTNER OF PRAIRIE POINT ESTATES, LTD., to me personally known to be the General Managing Partner and the identical person who signed the foregoing instrument and acknowledge the execution thereof to be his voluntary act and deed as General Managing Partner.

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

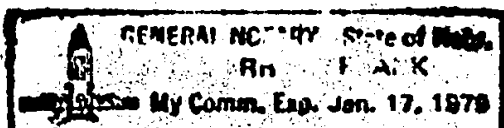


Larry R. Frank
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 8th day of July, 1976, before me, a Notary Public duly commissioned and qualified in said County, personally came LARRY L. MARTZ and PATRICIA G. MARTZ, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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



Larry R. Frank
Notary Public

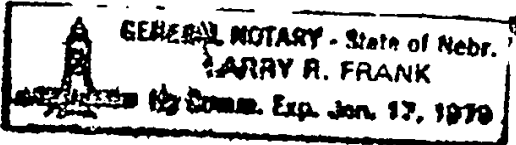
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

ss:

On this 8th day of July, 1976, before me, a Notary Public duly commissioned and qualified in said County, personally came BASIL K. DAVIS and PATRICIA E. DAVIS, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

Larry R. Frank



ACCEPTANCE OF COVENANTS

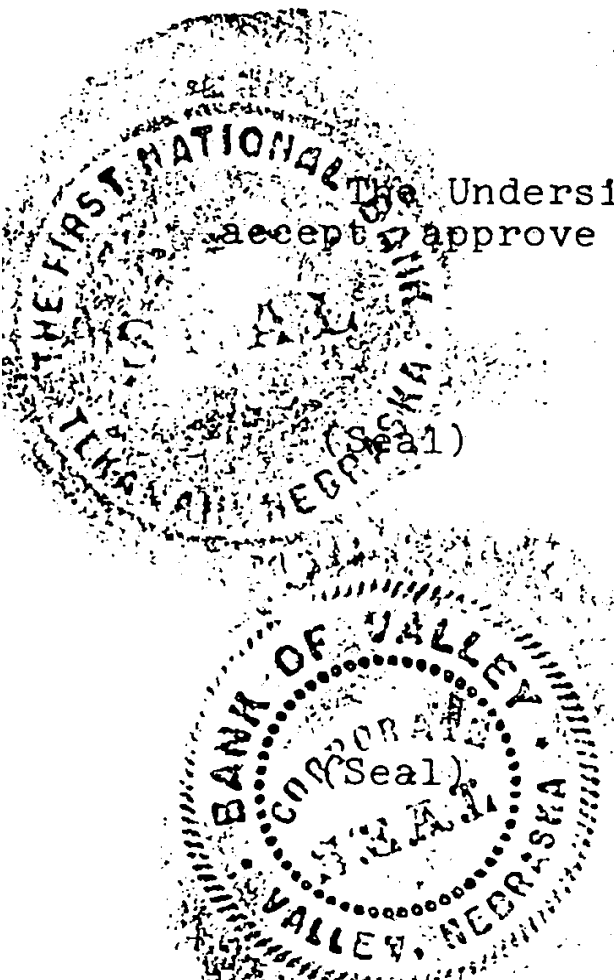
The Undersigned, Mortgagees upon the Property, do hereby accept and approve and ratify the foregoing Protective Covenants.

FIRST NATIONAL BANK OF TEKAMAH, NEBRASKA

By: [Signature]
Title: Pres.

BANK OF VALLEY, NEBRASKA

By: Peter J. Heinzelman
Title: President



STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

ss:

On this 24th day of July, 1976, before me, a Notary Public duly commissioned and qualified in said County, personally came PETER L. HEINZELMAN, PRESIDENT of the BANK OF VALLEY, to me personally known to be the SAME and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of such entity.

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



Marti Johnson
Notary Public

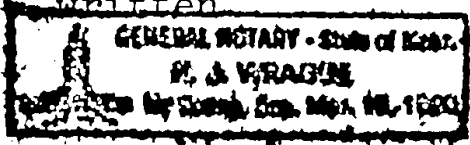
STATE OF NEBRASKA)
)
COUNTY OF Burt)

ss:

On this 27th day of July, 1976, before me, a Notary Public duly commissioned and qualified in said County, personally

came Wayne M. Thorneycroft, of
FIRST NATIONAL BANK OF TEKAMAH, NEBRASKA, to me personally known
to be the President and identical person who signed
the foregoing instrument, and acknowledged the execution thereof
to be his voluntary act and deed as such officer and the voluntary
act and deed of such entity.

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



[Signature]
Notary Public

21 paid

RECEIVED
1916 AUG 19 AM 9:19
S. WAGOLD OSWELL
REGISTER OF DEEDS
GIBBES COUNTY, NEBR.

Book 569
Page 37
of Deeds

Rec 3575
Index _____
Comped _____

83-95

83/95