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PROTECTIVE COVENANTS

DONALD G. PENTERMAN and LUCILLE E. PENTERMAN are the owners of the following described property:

Beginning at the Southwest corner of the East One-Half of the Southeast Quarter of Section 14, Township 9 North, Range 7 East of the 6th P. M., Lancaster County, Nebraska; thence in a Northerly direction along the West line of the East One-Half of the Southeast Quarter a distance of Eight Hundred Sixty-Four and Two Tenths (864.20) feet. Thence right in an Easterly direction parallel to the South line of the East One-Half of the Southeast Quarter of said Section 14 a distance of One Hundred Seventy-Eight and No Tenths (178.0) feet. Thence right in a Southerly direction parallel to the West line of the said East One-Half of the Southeast Quarter a distance of Three Hundred Eighty-One and Two Tenths (381.20) feet. Thence left in an Easterly direction parallel to the South line of the said East One-Half of the Southeast Quarter a distance of One Hundred Fifty-Seven and No Tenths (157.0) feet. Thence right in a Southerly direction parallel to the West line of the said East One-Half of the Southeast Quarter a distance of Four Hundred Eighty-Three and No Tenths (483.0) feet to a point on the South line of the said East One-Half of the Southeast Quarter. Thence right in a Westerly direction along the South line of the said East One-Half of the Southeast Quarter a distance of Three Hundred Thirty-Five and No Tenths (335.0) feet to the Southwest corner of the said East One-Half of the Southeast Quarter and the Point of Beginning and containing a calculated area of 5.27 acres more or less.

NOW, THEREFORE, the undersigned do hereby create, establish and adopt the following covenants and restrictions against and upon the properties.

(1) The construction of any building, fences or roadways shall not be commenced until written approval is first secured from the Seller, of the building plans, which said plans must show the size, exterior material, design and plot plan and indicate the location of the planned construction upon the parcel. The Seller reserves unto itself, its successors and assigns, the sole right to approve or reject any such building plans, if in its opinion, either the size, materials, design or plot plan do not conform to the general

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standard of development in the said area. Seller agrees the approval will not be unreasonable withheld.

(2) No noxious or offensive trade or activity shall be carried on upon the subject property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(3) No trailer house shall be placed or permitted on the real estate at any time, nor shall any shack, garage, barn or other out-building be used as a residence, temporarily or permanently. In addition, the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1400 square feet for a one story dwelling nor less than 1100 square feet for a dwelling of more than one story.

(4) No house or building which has been prefabricated shall be permitted to be placed or erected on any lot; and no building of any kind whatsoever shall be moved onto the subject property, without written approval of Seller.

(5) No nuisance, advertising signs, billboards or other advertising device shall be permitted, erected, placed or suffered to remain upon any of said property, and these premises shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any adjoining property owners.

(6) The Buyer and Seller shall have the joint use and assume the joint maintenance of the driveway now existing on the east side of the subject property.

(7) No buildings shall be constructed closer than 150 feet from the east lot line of the subject property. It is further agreed that there shall be no open sewage or lagoon systems allowed upon the premises.

(8) No junk cars shall be permitted on the premises, nor shall any car that remains inoperative for more than two months be permitted on the premises.

(9) The premises shall be kept neat and clean and free of debris and waste materials and weeds mowed at all times. The construction of any fencing, barn and other alterations and improvements

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on the property shall not be commenced until written approval is first secured from the Seller. Seller agrees that said approval will not be unreasonably withheld.

(10) It is agreed by the parties that the subject property shall not be subdivided into smaller parcels.

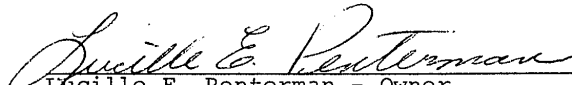
(11) In the event that the Buyer shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Seller, their successors or assigns, to prosecute and maintain any proceedings in law or in equity against the Buyer, its successors or assigns, who may be violating or attempting to violate any such covenant or restriction and either to prevent it from so doing or to recover damages or other dues for such violation.

(12) The invalidation of any one of these covenants by any judgment of any court shall in no way affect any of the other provisions all of which shall all remain in full force and effect.

(13) These covenants shall run with the land and be binding upon all persons affected for a period of twenty (20) years from date thereof. At the expiration of such period they shall be automatically extended for successive periods of ten (10) years unless they are changed in whole or in part by written agreement among the owners of the majority of the property which amendment should be executed and recorded in the manner provided by law.

Dated this 2 day of March, 1979.

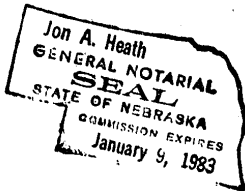

Donald G. Penterman - Owner


Lucille E. Penterman - Owner

STATE OF NEBRASKA :
 : SS
Lancaster County :

Before me, a Notary Public in and for said county and state,
appeared Donald G. Penterman and Lucille E. Penterman, personally
known to me to be the identical persons who executed the foregoing
instrument and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 2 day of
March, 1979.



Jon A. Heath
Notary Public

LANCASTER COUNTY CLERK
Kimberly M. Stegmann
REGISTER OF DEEDS
1979 MAR -6 PM 1:27
\$12.25
ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:
INST. NO. 795307

*Wolfe, David & Rierdon
525 Stuart Bldg.*

INDEXED
MICRO-FILED
GENERAL
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M. [unclear]