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FILED FOR RECORD ON THIS 22 DAY OF May A.D. 1973 AT 2:52 O'CLOCK P.M. AND RECORDED IN 7168
BOOK 7 PAGE 464 FEE \$ 6.25 *PAID* *Kittie A. Pouch*
L. Williams *Deeds* *cl*

INDEXED ✓
SERIALIZED ✓
FILED ✓
REGISTER ✓
COMPARED ✓
FAGED ✓

PROTECTIVE COVENANTS

WHEREAS, the undersigned are owners of all of the lands included in Lots 1 to 11 in Watchorn Subdivision located in Section 16, Township 17 North, Range 9 East of the 6th P.M.

NOW, THEREFORE, in consideration of the hereinafter contained provisions, the undersigned do hereby covenant and agree that any and all conveyances thereafter shall be subject to the following covenants and restrictions which are binding upon the parties hereto and their heirs, grantees, successors and assigns.

1. These covenants shall 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 10 years unless an instrument signed by a majority of the then owners of the lots in the area first above described, has been recorded, agreeing to change said covenants in whole or in part.

2. In the event of the invalidation of any one of these covenants by judgment or court order, it shall in no way effect any of the other provisions, which provisions shall remain in full force and effect.

3. All lots in the tract shall be known and described as residential lots, except such lots, or portions thereof, as may be designated by the owners thereof for public walks and ways, and so much thereof as is retained by George Watchorn and Mary Watchorn, which property may be used by them as farm land. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single dwelling and private garage, or carport and attached breezeway and other use buildings incidental to residential uses.

4. No basement, garage, barn, or other outbuildings erected on the tract 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.

5. No building shall be erected on any residential building plot nearer than 60 feet to the front lot line, nor nearer than 5 feet to any side lot line. No building, other than an attached garage or residence, shall be located any nearer than 75 feet from the front lot line, nor any nearer than 5 feet to any side lot line.

6. No residential structure shall be erected or placed on any building plot which has an area of less than 30,000 square feet. All buildings shall be new construction.

7. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1400 square feet.

8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Each person shall keep no fowl and no more than two head of livestock on any lot. If any of the lot owners have a dog, they must contain the dog within their yard and see that the dog does not run at large in the area.

9. These protective covenants shall hereafter apply to all of the land first above described.

IN WITNESS WHEREOF, we hereunto set our hands this 5th day of July, 1972.

George R. Watchorn
Mary A. Watchorn

STATE OF NEBRASKA }
COUNTY OF DODGE } SS.

On this 5th day of July, 1972, before me, the undersigned, a Notary Public in and for Dodge County, Nebraska, personally came George R. Watchorn and Mary A. Watchorn, Husband and Wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein set forth.

Richard L. Kuhlman
Notary Public



My Commission Expires
11-15-73