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STATE OF NEBRASKA, COUNTY OF WASHINGTON  
PLAT 218, WASHINGTON INDEX AND FILED FOR RECORD  
THIS 17th DAY OF DECEMBER 1977  
BOOK 116, PAGE 118  
COUNTY CLERK  
DEPUTY

2183

PROTECTIVE COVENANTS

The undersigned, being all the owners of Lakeview Estates No. 2, a subdivision of Washington County, Nebraska, and Lakeview Estates Subdivision No. 2, a Nebraska Firm, do hereby create, adopt, declare and establish the following restrictions and covenants with respect to such subdivision:

- 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 one 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 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.

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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 Subdivision No. 2. 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 Subdivision No. 2.

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 created 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 caring 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 18 months after completion of the development, or if any underground conduits and wires are constructed but are thereafter removed, without replacement within 60 days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

15. Road Maintenance. Each property owner shall be responsible to repair and maintain the nearest one-half of the road adjacent to his property, including intersections.

16. 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.

17. Severability. In validation 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.

18. 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.

19. 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.

20. 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.

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

Signed this 4 day of October, 1977.

OWNERS  
LOTS 1 through 12

John R. Foley  
John R. Foley  
Joan M. Foley  
Joan M. Foley

DEVELOPER  
LAKEVIEW ESTATES SUBDIVISION NO. 2,  
A Nebraska Firm

By John R. Foley  
John R. Foley (owner)  
By Joan M. Foley  
Joan M. Foley (owner)

STATE OF NEBRASKA, County of Washington :ss:

On this 12 day of October, 1977, before me, a Notary Public duly commissioned and qualified in and for said county, personally came John R. Foley and Joan M. Foley, husband and wife, individually and as owners of Lakeview Estates Subdivision No. 2, 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 acts and deeds.

Witness my hand and notarial seal this 4 day of October, 1977.

GREGORY P. DREW  
GENERAL NOTARY - State of Neb.  
My Commission Expires  
February 7, 1978

Greg P. Drew  
NOTARY PUBLIC