

477-659

PROTECTIVE COVENANTS AND EASEMENTS

To Whom it May Concern:

The undersigned hereby declares that the following covenants shall run with the land and shall be binding upon all present and future owners of all or any part of the real estate described as follows:

Lots 8 through 14, inclusive, in Twin River Vista 2nd Addition, being a platting of part of the NW 1/4 of the SE 1/4 of Section 9, Township 14, North, Range 10 East of the 6th P. M., Douglas County, Nebraska, together with a part of vacated Pine Ridge Road, as surveyed, platted, and recorded in Douglas County, Nebraska.

1. The lots shall be used solely for residence purposes, and no structures shall be erected, altered, placed or permitted to remain other than one detached single family dwelling, together with a private garage or carport, and such out-buildings as may be approved in writing by the committee hereinafter named.

2. No parcel of ground less than a whole lot, as surveyed, platted and recorded, shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot, and no parcel of ground less than a whole lot shall be used as a separate building site. The height of all buildings shall not exceed two stories.

3. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered to be done thereon which may become an annoyance or nuisance. All fuel tanks on said lots shall be buried. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to public view or become a nuisance.

4. No trailer, basement, tent, excavation, garage, barn or other out-buildings placed or erected on any lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

6. The ground floor of all single story dwellings shall contain a minimum of 1200 square feet (exclusive of garages and porches) and a minimum of 900 square feet (exclusive of garages and porches) for the ground floor of two story dwellings.

7. A five foot easement across and along the rear and side boundary lines of each lot is reserved for the construction, maintenance, operation, repair and removal of gas, water, electric and telephone facilities.

8. No horses, cows, goats, sheep or animals of any kind shall be permitted to be kept on any of the said lots with the exception of dogs and cats except as approved by the committee hereinafter named.

9. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years after the date hereof, at the expiration of which time 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 then owners of a majority of the said lots executed and recorded in the manner provided by law.

10. In addition to the covenants herein contained, each owner and occupant of any of the lots herein described shall observe and obey all valid provisions of any zone ordinance of Douglas County and all other laws and regulations which may become applicable to the described property.

11. Grading of said lots preparing for construction shall be kept at a minimum, and natural contours of the land shall be preserved wherever possible.

12. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper



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THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
PRICE COUNTY, ILL.

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*Thomas J. O'Connor*

By \_\_\_\_\_ Deputy  
MAN  
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County

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JAMES N. FREEMAN  
R.F. D. MILLARD, NEAR