

RESTRICTIVE COVENANTS AND EASEMENTS

Marion Eurd Arganbright and M. Anella Arganbright,  
Walter Noel Mark and Frances Reiman Mark, to whom it may concern:

The undersigned, Marion Eurd Arganbright and M. Anella Arganbright, being the owners of Lots 1 through 10, Block 1, Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 2, all in Detweiler Place, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, do hereby state, and declare, and publish that all of the said lots are and shall be owned, conveyed, and held under and subject to the following covenants, restrictions and easements, to-wit:

1. 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 one story in height and a private garage for not more than two cars.

2. No dwelling shall be permitted on any lot at a cost of less than \$11,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main

35 feet to the front lot line, or nearer than five feet to any side street line. No building shall be located nearer than five feet to the interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum building set back line.

4. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five feet of each lot.

6. 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.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from date hereof, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

9. Enforcements shall be by proceedings at law or in

201-100

11. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned any liability, obligations or requirements for its enforcement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and acknowledged the same to be their voluntary act and deed this 14<sup>th</sup> day of February, 1955.

Aaron Bard Argabright

E. Amelie Argabright

James A. ...

Walter ...

STATE OF ILLINOIS

County of Sangamon

On this 14<sup>th</sup> day of February, 1955, before me, a Notary Public in and for said County, appeared the above named Aaron Bard Argabright and E. Amelie Argabright, husband and wife, who are personally known to me to be the identical persons who signed the above and foregoing protective covenants and easements, and they acknowledged the execution of the same to be their voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the date last above written.



Notary Public

207-110

STATE OF KENTUCKY  
County of Douglas

On this 19 day of February, 1961, before me, a  
Notary Public in and for said County, appeared the above named  
Walter Noel Hark and Frances Estelle Hark, husband and wife, who  
are personally known to me to be the identical persons who signed  
the above and foregoing protective covenants and assignments, and  
they acknowledged the execution of the same to be their voluntary  
act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and  
Notarial Seal the date last above written.



*Walter Noel Hark*

My commission expires the 17 day of August,  
1961.

27 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, KENTUCKY  
14 DAY April 1961 591 THOMAS I. GIBSON, REGISTER OF DEEDS 725