

17-84
LEGAL DESCRIPTION: W $\frac{1}{2}$ of NW $\frac{1}{2}$ of Sec. 26-T12R7 Lancaster County Nebraska.

RESTRICTIVE COVENANTS

FLOYD SAVAGE PROPERTY

1. All lots herein shall be used for permanent single-family dwellings not to exceed two stories in height.
2. Each single-family dwelling shall be constructed according to the building code and/or building and construction standards of the City of Lincoln, or Lancaster County, whichever is required for the area in effect on the date that building commences. No structure shall be built upon any lot unless a building permit is issued by the City of Lincoln, or other appropriate governmental subdivision is first obtained. All building code and building construction standards that must be adhered to, in order to obtain said building permit shall be followed and enforced.
3. Each new single-family dwelling, garage and the out-buildings allowable shall form one residential unit, shall have its own septic tank and drainfield which shall meet all the applicable federal, state, county, city, or other applicable sewerage standards. Said septic tank, drainfield and/or sewage connections shall be installed and maintained by each lot owner at his expense.
4. No commercial business use shall be carried on upon any lot, except greenhouses. No commercial feeding, raising or production of livestock or poultry shall be allowed or carried on upon any lot.
5. 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.
6. No trailer, basement, shack, barn or any other out-building erected in or on any lot, shall at any time be used as a permanent residence. Temporary use of a trailer home will be tolerated from date the new home is started, but not to exceed 1 yr. for home completion. At this time the trailer home is to be removed from the premises.
7. All stables or outbuildings of any character for the housing of animals, horses or poultry not for business uses, shall be kept in a clean, sanitary condition, and shall be so located that the same will not be offensive to the owner of any adjoining property.
8. All residences must be completed within 1 year after the beginning of construction.
9. No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed or suffered to remain upon said lots, and said lots shall not be used in any way or for any use which may endanger the health, or unreasonably disturb the quiet of any holder of adjoining lots; except that this covenant shall not prevent the developer from placing signs advertising the lots on the subdivision upon any lots owned by said developer. This covenant shall not prevent the developer from building ornamental structure at the subdivision entrances.
10. Easements for installation and maintenance of utilities are hereby reserved.

11. The herein enumerated restrictions, rights, reservations, limitations, agreements, covenants, and conditions shall be deemed as covenants and not as conditions hereof and shall run with the land. They shall bind the owners for a period of 25 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 all then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

12. In the event that any person or persons, partnership, corporation, firm, or association shall violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons, partnership, corporation, firm or association owning any other real estate described herein to prosecute any proceedings at law or in equity against the person, or persons, partnership, corporation, firm, or association violating or attempting to violate any such covenants or restrictions and either to prevent him or them, from so doing or to recover said damages due for such violations.

13. Invalidation of any one of these covenants by judgment or court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

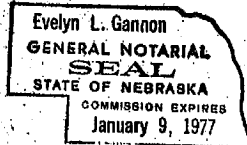
Floyd E. Savage

STATE OF Nebraska, County of Lancaster:
Before me, a notary public qualified for said county, personally came

Floyd E. Savage

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on September 17 1975
My commission expires Jan 9 1977 *Evelyn L. Gannon*
(Notary Public)



INDEXED
MICRO-FILED
GENERAL
4 1/2-730
misc

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

1975 SEP 17 PM 3:37

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 75- 15684

\$6.25

Floyd Savage
Cont 3
Lanc 68505