

RESTRICTIVE COVENANTS

Mid Plains Development Corp., a Nebraska corporation, being the owner of Looking Glass Hills Addition, an addition in Washington County, Nebraska, which is a subdivision of that part of the East Half of the Northeast Quarter of Section 30, Township 17 North, Range 12, East of the 6th P. M. in Washington County, Nebraska, which lies north of Highway No. 133, being 78.5 acres of land, in order to protect the present and future property values of said addition, to prevent nuisances and impairment of values therein and to secure maximum benefit and enjoyment of property for future owners of property in said addition, does hereby declare that all lots contained in said addition will and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

1. No lots shall be used except for residential purposes in said addition, except in Blocks 14 and 19 if and when rezoned by the County Board of Supervisors of Washington County, Nebraska.

2. Structures on each lot are limited to a single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two pleasure cars may be placed on each lot.

(a) No dwelling shall be constructed on any lot nor shall any dwelling be maintained thereon with less than 1250 square feet of floor space on the ground floor exclusive of open porches and garages. No dwelling shall be constructed or maintained with less than fifteen per cent (15%) of said structure constructed of brick, stone, masonry or other masonry materials. All buildings shall be new construction.

(b) Height of all structures located on any property within the addition shall be restricted to the heights as set forth in the Washington County Zoning Regulations adopted November 26, 1962, governing R-3 (Residence) districts.

3. The dwelling house as distinguished from outhouses and servants' quarters, shall face the street upon which the lot fronts and no part thereof shall be nearer than twenty-five feet from the front lot line, fifteen feet from the rear lot line, nor five feet from the side lot line. All other structures shall be in the rear of the dwelling house and shall be sightly, of neat construction and of a character to enhance the value of the property.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or similar structure shall be permitted on any lot at any time as a residence, either temporarily or permanently.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6. No fence or other obstruction exceeding two feet in height shall be erected in front of the building set-back lines.

7. No nuisance or noxious, offensive, odorous, or unusually noisy or annoying activity shall be carried on upon said premises.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of the addition, and all utilities on Block One shall be underground.

9. All buildings in the platted area shall conform to existing zoning and subdivision regulations as applied by local authorities wherever the same are more restricted than the requirements set forth by these covenants.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. No fence, wall, hedge, or shrub planting which obstructs sight-lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply to the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

13. No building shall be erected, placed, or altered on any building lot in said addition until the building plans, specifications and plot plan showing the locations of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of F. E. Wandell, 5926 North 90th, Omaha, Nebraska, D. J. Roberts, 5926 North 90th, Omaha, Nebraska, and W. H. Hogan, 5926 North 90th, Omaha, Nebraska.

In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to designate a successor. In the event said committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, the requirements of this numbered paragraph shall be deemed waived if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this paragraph. A majority of the committee may designate a representative to act for it. At any time, the then record owners of a majority of the lots shall have the right to remove, by majority vote, any member of such committee or to withdraw from the committee or restore to it any of its powers and duties. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and such proceedings may be brought by any owner of real estate in said addition.

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14. 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, 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, provided however, that these Restrictive Covenants may be changed at any time in any manner whatsoever by a majority of the then owners of all the lots in said addition.

15. The undersigned reserves the right to enter any part of said premises for the purpose of constructing, repairing or maintaining pipe lines, electric lines, or any other utility now on, or at any time hereafter placed upon said premises; provided however, the said Mid Plains Development Corporation shall leave said premises in as good condition as before such entry.

16. If any portion of these Restrictive Covenants is held invalid by a Court having jurisdiction, such order shall not affect any of the other provisions hereof and same shall remain in full force and effect.

Signed this 22nd day of June, 1964.

MID PLAINS DEVELOPMENT CORP.,  
a corporation,

By John E. Walker  
President



John E. Walker  
Secretary

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BLAIR, NEBRASKA

STATE OF NEBRASKA )  
WASHINGTON COUNTY ) :ss:

On this 22nd day of June, 1964, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county, personally came Finis E. Wandell, President of Mid Plains Development Corp., a corporation, to me known to be the President of said corporation and the identical person whose signature is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the day and year last aforesaid.

*Finis E. Wandell*  
General Notary Public.



State of Nebraska }  
County of Washington } ss, *803*  
Entered in Numerical Index and filed for record  
this *29* day of *June*  
A. D. 19*64* at *4:09* o'clock *P.* M.  
and recorded in book *10* at page *33-38*

Recorded   
General   
Numerical   
Photostat

*Lucille K. Paulson*  
County Clerk  
Deputy

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