

PROTECTIVE COVENANTS AND RESTRICTIONSFORPRAIRIE HILL SUBDIVISIONCASS COUNTY, NEBRASKA

THIS DECLARATION, made this 21st day of October, 1993, by R. R. BERNER REAL ESTATE, INC. a Nebraska Corporation, being the Owner and Developer of the following described real estate situated in Cass County, Nebraska Prairie Hill Subdivision, Lots 1-16 Tax Lot 56, located in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 22-T12N-R11E East of the 6th P.M., Cass County, Nebraska

WITNESSETH

WHEREAS, Declarant is the Owner of the real property described above and is desirous of subjecting the property described above to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of the property and for each owner thereof, and shall inure to the benefit of and pass with said property, for each and every parcel thereof, and shall apply to and bind the successors in interest, and any owners thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described herein above is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

I

The Declarant shall hereafter create a Building Committee which shall consist of the Declarant and those persons hereinafter appointed by him each of whom shall be owners of a parcel within the boundaries of the property being described. The Building Committee shall have general authority for the enforcement of the Building and Use Restrictions herein set forth. Membership on the Committee shall be limited to not less than three, nor more than five members, under any circumstances.

II

Any and all prior Protective Covenants or Restrictive Covenants, by whatever name or description, are hereby superseded by these covenants, Restrictions and Easements.

III

The Restrictions and Covenants set out are to run with the land and shall be binding upon all parties and all persons owning lots in the Subdivision, or claiming under them.

IV

If any owners of a lot or any of them, or their heirs or assigns, shall violate any of the Covenants hereinafter set out and not waived by the Building Committee it shall be lawful for any other person owning real property situated in such area to prosecute any proceedings at law or in equity against the person or persons violating any such covenants, and either to prevent him from so doing or to recover damages for such violations, or both.

V

Invalidation of any of these Covenants by Judgement or Court Order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

VI

These Covenants and Restrictions shall be applicable to all lots of land within that Subdivision whether one or more owners.

FILED FOR RECORD 4-13-94 AT 3:30 P.M.

IN BOOK 44 OF 1000 PAGE 702

REGISTER OF DEEDS, CASS CO., NE Patricia Masingo

Doc # 259 \* 3350

COMPARED

## VII

### APPROVAL OF PLANS

- a. For the purpose of further insurance that the developement of the lands remains as an area of high standards, the Building Committee reserves the power to control the buildings, structures and other improvements placed on each lot as well as to make exceptions to these Reservations and Restrictions as the Building Committee, hereinafter designated, shall deem necessary and proper.
- b. Whether or not provision therefor is specifically stated in any conveyance of a lot, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefor have been approved in writing by the Building Committee hereinafter provided. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications so approved. Refusal of approval of plans and specifications by such Building Committee may be based on any ground, including purely aesthetic ground which, in the sole and uncontrolled discretion of the Building Committee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no Building Committee exists or if the Building Committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request thereof, then such approval shall not be required, provided that no building or other structure shall be erected which violates any of the Restrictive Covenants herein contained.

## VIII

### SETBACK LINES

No building or any part thereof, including garages and porches, shall be erected on any lot closer than 40 feet to the front road line, or closer than 20 feet to either side boundry line, or closer than 10 feet to the rear boundry line (provided, however, that in the case of corner lots the setback from the side street shall not be less than 20 feet). Notwithstanding any thing to the contrary herein, the Building Committee shall have the right to permit reasonable modifications of the setback requirements where, in the discretion of the Building Committee, strict enforcement of these setback provisions would work a hardship.

## IX

### RESIDENTIAL BUILDINGS

- a. No lots of land embraced within the boundaries of the Subdivision shall be used for other than single-family residential purposes. There shall not exist or be permitted any more than one residential type building on any lot. No trailer, tent, shack, temporary building or guest house shall be erected on any lot in the Subdivision without approval in writting from the Building Committee.
- b. No one-story buildings shall be constructed on any lot with a fully enclosed first floor area of less than 1200 square feet, exclusive of carport, garage and open porches. No two-story or higher buildings shall be constructed with a fully enclosed first floor area of less than 1200 square feet.

## X

### WALLS AND FENCES

No wall or fence of any height shall be constructed on any lot until after the height, type, design and approximate location shall have been approved in writing by the Building Committee. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the Building Committee.

## XI

NUISANCES

No cattle, swine, goats, poultry or fowl shall be kept on any lot. No signs or advertising shall be displayed on any lot unless the size, form and number of same are first approved in writing by the Building Committee. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush or refuse piles or other unsightly growths or objects, the Building Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass; and, in the event of such removal, a lien shall arise and be created in favor of the Building Committee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

## XII

LOT SUBDIVISION

No lot shall at any time be further subdivided except as permitted by these Protective Covenants and Restrictions.

## XIII

REMEDIES FOR VIOLATIONS -- INVALIDATIONS

For a violation or a breach of any on these Reservations and Restrictions by any person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any Court of competent jurisdiction in no wise shall effect any of the other Reservations and Restrictions, but they shall remain in full force and effect.

## XIV

COMMERCIAL VEHICLES

No trucks and no commercial type vehicles shall be stored or parked on any lot except while parked in a closed garage or parked on the residential road in the area except while engaged in transporting to or from a residence in the Subdivision.

## XV

THIS PARAGRAPH HAS BEEN LEFT BLANK  
FOR FUTURE USE.

## XVI

UTILITY EASEMENTS AND LINES

The Developer has reserved an easement on the boundry lines of the lots for the installation and maintenance of public and private utility facilities. Such easements shall be five (5) feet in width and shall affect each of the parcels as the same is surveyed and conveyed.

XVI

UTILITY EASEMENT AND LINES

All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Developer or any utility company or municipality or any of its agents or servants are hereby waived by the Owners. The Developer does further reserve the right to change, lay out a new or discontinue any road or way shown on the plan of development not necessary for ingress or egress to and from the premises.

XVII

UTILITIES

Each lot owner shall be responsible for the cost of obtaining water, electrical, telephone and other available utilities from the utility company from which services are available. The Developer shall provide electrical service and water service to the roadway adjoining the Subdivision. The Developer shall have no responsibility for any costs or maintenance, repair, alteration, upgrading or snow removal for the roadway or any utility after all on the lots in the Subdivision have been initially sold.

XVIII

SEWERS

In the event governmental authority should require the installation of sanitary sewers and appurtenances in part or in all of the Subdivision, the purchasers or owners of the lots shall pay their proportionate share of the cost and expense of installing the sewer system.

XIX

ROADWAY

The Developer shall have surveyed and installed a non-hardsurfaced roadway into the Subdivision so as to service all lots therein. The road will be rocked initially and at necessary intervals to insure safe travel over the same. The Purchasers and Owners of the lots shall pay their proportionate share of the cost and expense of maintenance, repair, upgrading or snow removal on the roadway. This proportionate share will be computed by the total number of lots served into the total cost of such roadway. Payment shall be to the Developer or the Committee. All Purchasers or Owners shall have equal access for ingress and egress over and through said roadway for use usually associated with development.

XX

EXTERIORS AND ROOFS

All structures shall be painted with paint unless constructed of ornamental masonry, brick, logs or with vinyl, metal or fiberglass siding.

XXI

CONSTRUCTION PERIOD

All residences shall be completed and be capable of being habitable within one year from the date construction on the residence is begun.

XXII

Whenever the undersigned or its successors or assigns incur any expense in the enforcement of any provisions of this instrument, it or they, respectively, shall have a lien against the lot or lots affected thereby from the time of filing an account in writing thereof in the Office of the Register of Deeds of the County in like manner as a mechanic's or materialmen's lien as provided by law.

XXIII

In addition to the provision of this instrument, each owner and occupant of any lot shall observe and obey all valid provisions of the Louisville Zoning Regulations and of all other ordinances, laws and regulations applicable thereto.

XXIV

The Covenants, Conditions and Restrictions set forth in this instrument may be amended, in whole or in part, at any time by written agreement among the then Owners of a majority in number of said lots executed and recorded in the manner provided by law; and such Covenants, Conditions and Restrictions as thus set forth or amended shall run with the land and shall be binding upon all persons for a period of twenty (20) years from the date hereof.

XXV

GOVERNMENTAL LIMITATIONS

Any conveyance of any lot is subject to all restrictions and limitations imposed by governmental authority.

IN WITNESS WHEREOF the undersigned, being the Owner and Developer of the herein described real estate, does hereby execute the within Protective Covenants and Restrictions.

R. R. BERNER REAL ESTATE, INC.

BY

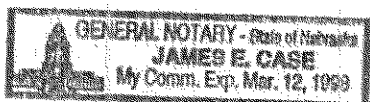
Richard R. Berner  
President

STATE OF NEBRASKA )

) ss.

COUNTY OF CASS )

On this <sup>13th</sup> ~~21st~~ day of October, <sup>April</sup> 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard R. Berner to me personally known, who, being to me duly sworn, did say that he is the President of said Corporation; that said instrument was signed on behalf of said Corporation and that as such officer, acknowledges the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



James E. Case  
NOTARY PUBLIC