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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

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(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 permitted.

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

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

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.

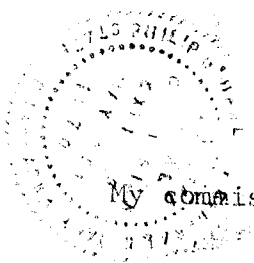
STATE OF NEBRASKA )  
 ) :ss:  
WASHINGTON COUNTY )

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.

*Clay Atkinson*

General Notary Public.



My commission expires May 29, 1970.

*Originals*

LOOKING GLASS HILLS ADDITION

AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, certain Restrictive Covenants were entered into on or about June 22, 1964 regarding all lots in 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 (E/2 NE1/4) of Section Thirty (30), Township Seventeen (17) North, Range Twelve (12), East of the 6<sup>th</sup> P.M. in Washington County, Nebraska, which lies north of Highway 133, being 78.5 acres of land.

WHEREAS, pursuant to Paragraph 14 of said Restrictive Covenants, the Covenants may be changed at any time in any manner whatsoever by a majority of the then owners of all the lots in Looking Glass Hills Addition (hereinafter referred to as "Addition").

The following parties, representing a majority of the current owners of all of the lots in said Addition, do 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. That all of the terms, provisions, conditions, restrictions and covenants contained in the June 22, 1964 Restrictive Covenants be and hereby are ratified and affirmed.
2. That in addition to the Restrictive Covenants referred to hereinabove, all lots contained in said Addition will and shall henceforth be owned, held, used and conveyed subject to the following additional conditions, restrictions and covenants, to-wit:
  - (a) No manufactured homes shall be allowed to be placed on any lots in Looking Glass Hills Addition. For purposes of this section, "manufactured homes" shall mean:
    - (i) A factory-built structure which is to be used as a place for human habitation, which is not constructed or equipped with permanent hitch or other device allowing it to be moved other

- (iii) Any factory-built structure that does not meet the inspections required by the Uniform Building Code (UBC) or its equivalent, normally shown by the application of a State or inspection agency label of approval.
- (b) No mobile homes shall be allowed to be placed on any lots in Looking Glass Hills Addition. For purposes of this section, "mobile home" shall mean: a year-round, transportable structure which is a single family dwelling unit suitable for permanent residence (more than 30 days living quarters), more than 8' wide and 40' in length, designed and built to be towed on its own chassis and designed to be used as a single family dwelling with or without a permanent foundation when connected to the required utilities.

These Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period commensurate with the terms and provisions of the Restrictive Covenants dated June 22, 1964, and all renewals thereof.

\_\_\_\_\_  
 STATE OF NEBRASKA            )  
   ):ss:  
 COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 STATE OF NEBRASKA            )  
   ):ss:  
 COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by \_\_\_\_\_.