

## PROTECTIVE COVENANTS OF WHEATFIELD ADDITION

WHEREAS, the undersigned is the owner-developer of certain real property in Gosper County, Nebraska, described as:

Lots 1 through 15 (1-15), inclusive, Wheatfield Addition to the Village of Elwood, Gosper County, Nebraska.

WHEREAS, the owner desires to insure the orderly and proper development and use of the property in order to protect and preserve the overall character of the property in accordance with the owner's desire to develop a quality residential neighborhood;

NOW, THEREFORE, the undersigned declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. No lot shall be used for any purpose other than residential. The incidental use of a residence as a home operated business shall be allowed. No structures will be erected, altered, placed or permitted to remain on any of the residential property that is not of new construction.
2. There shall be no more than one (1) dwelling unit per lot.
3. No dwelling shall be used for rooming house, tourist home or tourist lodge.
4. Each dwelling shall have a fully enclosed garage on the property of sufficient size and dimension to park two full sized vehicles.
5. No trailer, modular home, double wide, tent, shack, barn, garage or other similar buildings shall be erected constructed or located on any said lot for residential purposes, regardless of whether the same is of temporary or permanent nature. No camper, shack, stable or outbuilding on any lot shall be used as a residence at any time.
6. All residences shall be connected to the municipal water and sewer system of the Village and there shall be no septic tanks or cisterns located on said lots.
7. No building shall be erected closer than 25 feet from the front lot line, nor closer than 10 feet from any side or rear lot line.

8. No unlicensed vehicles or parts of vehicles shall be maintained on any lot unless they are in a fully enclosed building. No junk cars, machinery, old lumber, or other debris shall be permitted to accumulate on said premises and all lots shall be kept free from overgrown vegetation.

9. No dogs kept on premises shall be allowed by owners to run loose beyond the premises on which the dogs are kept and there shall be no animal type kennels located on any lot. Each owner of a dog shall be responsible for keeping the dog quiet, dogs that cannot be kept quiet shall not be allowed outside the residence.

10. No animals, livestock, cattle, horses, geese, rabbits, ducks, turkeys, pheasants, pigeons, chickens or swine shall be kept, raised, maintained or bred on any said lots or any portion thereof. The only animals permitted shall be cats, dogs, or house pets kept for personal family purposes. There shall be no more than 2 pets per lot that are allowed outside the residence.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighbors. The lots shall not be used in any way for any purpose that may endanger the health or reasonably disturb the quiet of any owner of adjoining lots.

12. These covenants and restrictions shall run with the land and shall be binding upon and enforced by the owners, all persons claiming under the owners and respective heirs, personal representatives, successors, and assigns for a period of thirty (30) years from the date of recordation of these covenants.

13. These restrictions, rights and reservations shall be deemed as covenants and not as conditions, shall run with the land and shall bind each respective lot owner. The term "lot owner" as used in this instrument means only the lot owner for the time being, former lot owners shall be and are hereby freed and relieved of the covenants and obligations created hereunder. The provisions of this instrument shall, however, fully bind the subsequent lot owner of such premises. The enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any provision or provisions thereof. Such proceeding may be to restrain such violation or to recover damages.

14. Easements for installation and maintenance of utilities and drainage facilities may be presumed to exist as shown on the recorded Plat.

15. A breach of any of the foregoing covenants, conditions, reservations, or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portion of lots, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any mortgage, mortgagee, trustee or owner whose Grantor's title is or was acquired by foreclosure, trustee's sale, or otherwise.

16. No action may be brought or maintained by anyone whatsoever against owner-developer for or on account of its failure to bring any actions on account of any breach of covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be enforceable by owner-developer.

17. The invalidation of any one (1) or more of the foregoing covenants, conditions, reservations or restrictions by any Court shall in no way affect any of the other provisions, all which shall remain in full force and effect.

18. The Protective Covenants set forth herein may be amended by vote of a simple majority of the 'lot owners" with one vote per lot owned, after notification by regular mail of the time and place of a meeting to be held for the purpose of amending the Protective Covenants.

19. The premises shall be subject to any and all rights and privileges which the Village of Elwood or Gosper County, Nebraska may have acquired through dedication or through the filing of recording of maps or plats of such premises, as authorized by law, and provided, further, that no covenants, conditions, reservations, restrictions or acts performed shall be in conflict with any county or city zoning ordinance or law.

20. Throughout this document, the plural shall mean singular and the singular shall mean plural and the masculine shall mean feminine and neuter and vice versa.

Dated:

\_\_\_\_\_  
Todd D. Wilson – Owner/Developer

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Bobbi J. Wilson – Owner/Developer

STATE OF NEBRASKA     )  
  ) SS  
COUNTY OF GOSPER     )

Before me, a Notary Public qualified for said County, personally appeared Todd D. Wilson and Bobbi J. Wilson, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

IN WITNESS WHEREOF, I have herein set my hand and affixed my official seal; the day and year last above written.

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Notary Public