

Return to:  
BRIAN COPLEY  
P.O. Box 1050  
710 N. Grant  
Lexington, Nebraska 68850

### **RESTRICTIVE COVENANTS**

The undersigned, THE COMMUNITY DEVELOPMENT AGENCY OF LEXINGTON, NEBRASKA (hereinafter referred to as "Owner") is the Owner of the following described real estate, hereinafter referred to as "Properties," located within Lexington, Dawson County, Nebraska:

Lots 1, 2, 3, 4, 5 and 6, Block 1, O'Donnell Fourth Addition, an addition to the City of Lexington, Dawson County, Nebraska; and

Lots 1, 2, 3, 4, and 5, Block 2, O'Donnell Fourth Addition, an addition to the City of Lexington, Dawson County, Nebraska; and

Lots 2, 3, and 4, Block 3, O'Donnell Fourth Addition, an addition to the City of Lexington, Dawson County, Nebraska.

The following Restrictive Covenants are established upon the Properties described above:

1. **USE**: No lot within the Properties shall be used other than for single family residential purposes.
2. **COMPLETION OF CONSTRUCTION**: Any building constructed upon any lot within the Properties shall be completed within twelve (12) months after the commencement of construction.
3. **EXTERIOR FINISHING**: All exterior finish materials shall be as follows:
  - a. **Material**: External finishes of all buildings on said lots must have at least but not limited to 20% brick or stone, or 60% dryvitt or stucco.

- b. Colors: Any proposed colors must be harmonious with each other and with the colors of exterior brick and roofing materials. The acceptable colors are those of earth tone shades. Earth tone means, but is not limited to, acceptable shades of beige, brown, gray, white, certain shades of green and clay masonry. Bright yellows, greens, blues, and reds shall not be allowed.
  - c. Roofing Materials: Roofing materials shall be equal to or better than an architectural-grade shingle which provides an appearance of depth. Metal roofs shall not be allowed.
- 4. LANDSCAPING: All front, side, and rear yards shall be seeded or sodded within six (6) months after completion of any dwelling constructed on the above lots. Lot owners shall additionally install an underground irrigation system within six (6) months after completion of any dwelling constructed on the above lots.
- 5. DOG KENNELS: Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard, side yard setback, or within 10 feet of any lot line.
- 6. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building. This covenant shall not prohibit the installment of equipment, including antennas or dishes for satellite television.
- 7. TEMPORARY STRUCTURES: No partially completed dwelling or temporary building and no trailer, tent, shack or garage on any lot within the Properties shall be used as either a temporary or permanent residence, except with the written approval of the Owner during construction of a permanent residence.
- 8. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Properties. However, the Owner may erect signs advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot.
- 9. STRUCTURES ALLOWED: No building shall be erected, altered, placed or permitted to remain upon any lot other than single family dwellings, private garages and such other recreational and utility buildings and structures as shall not detract from the property values of said lots. No existing or mobile home structures shall be moved onto any lot within the Properties.
- 10. DWELLING SIZE: No dwelling shall be permitted on any lot within the Properties which shall have less than a minimum square foot area of 1,400 square feet, exclusive of porches and garages, except with regard to two-story or split-level

dwellings, a minimum square foot area of not less than 1,200 square feet at ground level shall be required, exclusive of porches and garages. All dwellings shall have a minimum two-car attached garage with a hard-surfaced driveway to said garage.

11. RECREATIONAL VEHICLES: No recreational vehicles, including, but not limited to, boats, campers, mobile homes and snowmobiles shall be allowed to be stored upon the Properties unless within an enclosed structure or in the back yard on a cement surface.
12. AMENDMENTS: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner and all successive owners shall have the same right to invoke and enforce its provisions as the Owner.
13. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover damages.
14. NO WAIVER: The waiver by the Owner of a breach of any portion of these Restrictive Covenants shall not operate or be construed as a waiver of any subsequent breach by any lot owner.
15. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, our signature has been affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COMMUNITY DEVELOPMENT  
AGENCY OF LEXINGTON, NEBRASKA

By \_\_\_\_\_  
CHRIS DENKER, Chairman

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DAWSON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by CHRIS DENKER, Chairman of the Community Development Agency of Lexington, Nebraska, for and on behalf of the Community Development Agency of Lexington, Nebraska.

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