## **Available East Housing Lots**

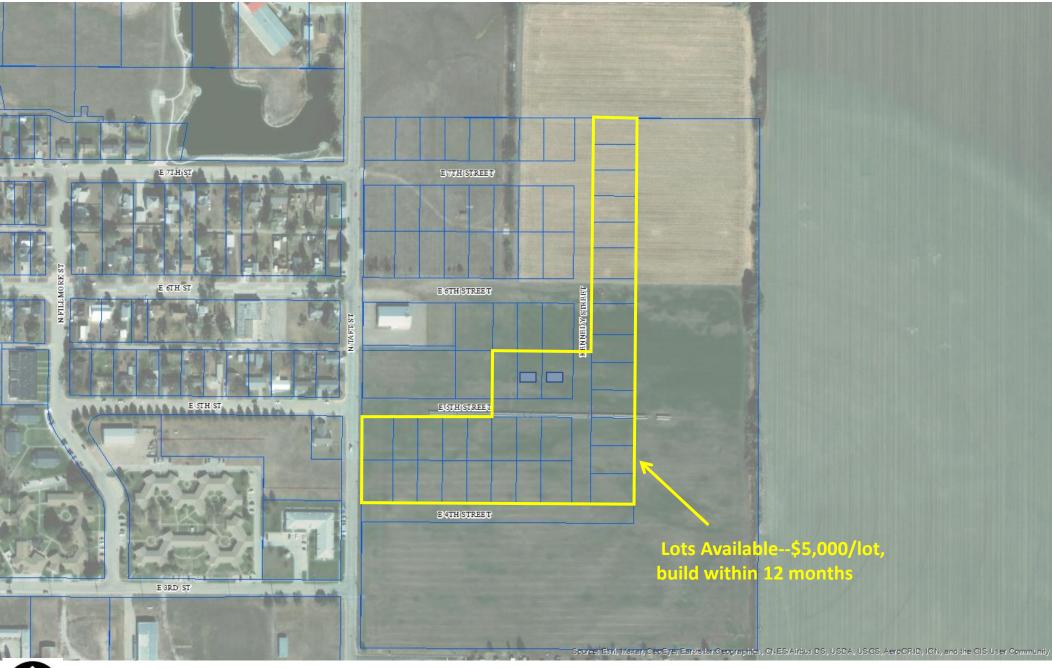
- Dozens of sites to choose from
  - \$5,000 each
  - Lots sizes: approx. 11,000 15,000 square feet
- Utilities on site (Electric, Sewer, Water)
- Protective covenants in place
- Lots can be or have been removed from floodplain
- Close to Kirkpatrick Memorial Park and Pershing Elementary School

In this packet:

Available Lot Map Subdivision Maps Protective Covenants Floodplain Map Sewer Depth Layout

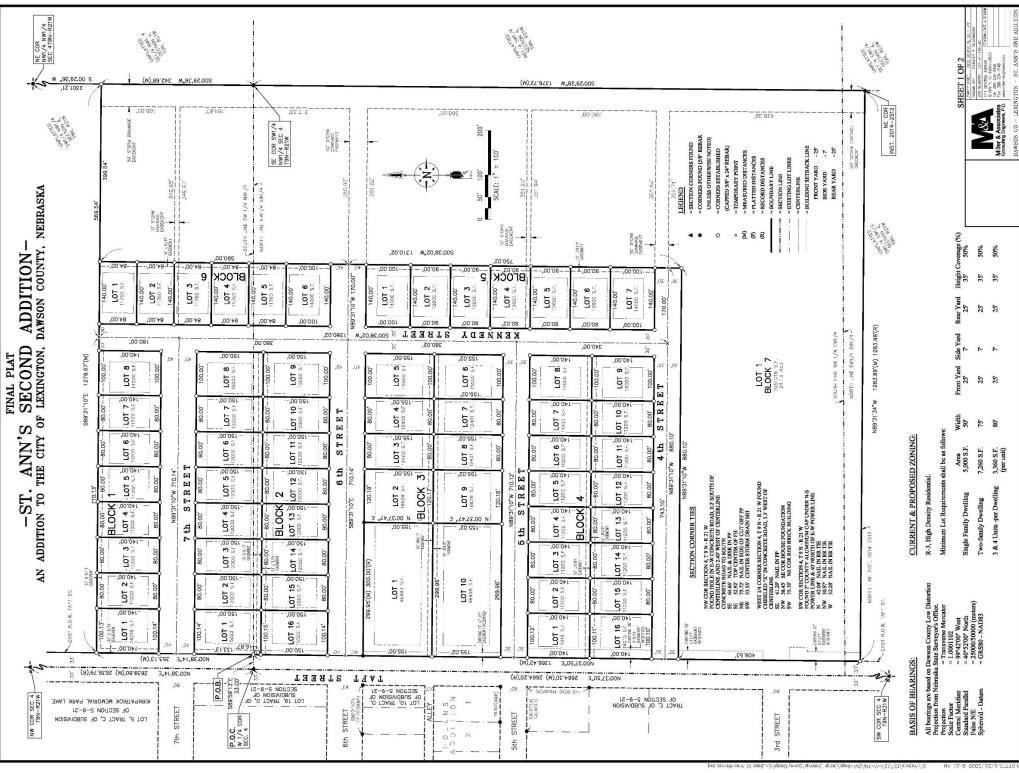


## Available Single-Family Housing Lots – East Lexington, NE



Indicates houses under construction or complete, following underlying aerial map.





INST 2021 - 3507

3

RECORDED DAWSON COUNTY NE 2021 SEP 29 AM 8: 14

Alian f. Jauly REGISTER OF DEEDS 22.00

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

## **RESTRICTIVE COVENANTS**

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

Lots 2, 6, 7, 8 and 9, Block 3, St. Ann's Second Addition, an addition to the City of Lexington, Dawson County, Nebraska; and

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 4, St. Ann's Second Addition, an addition to the City of Lexington, Dawson County, Nebraska; and Lots 1, 2, 3, 4, 5, 6, and 7, Block 5, St. Ann's Second Addition, an addition to the City of Lexington, Dawson County, Nebraska; and

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Lots 1, 2, 3, 4, 5, and 6, Block 6, St. Ann's Second Addition, an addition to the City of Lexington, Dawson County, Nebraska.

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

<u>USE</u>: No lot within the Properties shall be used other than for residential purposes. 4 COMPLETION OF CONSTRUCTION: Any building constructed upon any lot within the Properties shall be completed within twelve (12) months after the COMPLETION OF CONSTRUCTION: commencement of construction. i

- six (6) months after completion of any dwelling constructed on the above lots. Lot LANDSCAPING: All front, side, and rear yards shall be seeded or sodded within owners shall additionally install an underground irrigation system within six (6) months after completion of any dwelling constructed on the above lots. ë
- <u>DOG KENNELS</u>: 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. 4
- This covenant shall not prohibit the installment of equipment, including antennas <u>ANTENNAS</u>: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building. or dishes for satellite television. ŝ
- 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 5 the written approval of the Owner during construction of a permanent residence. dwelling completed partially No TEMPORARY STRUCTURES: 6.
- be permitted on any lot within the Properties. However, the Owner may erect signs No advertising signs, billboards, or other advertising devices shall advertising lots for sale within the Properties, and a sign advertising a single lot for sale may be erected upon any lot. SIGNS 2.
- <u>STRUCTURES ALLOWED</u>: 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. ŝ
- lot within the Properties which shall have less than a minimum square foot area of 1,200 square feet per unit, exclusive of porches and garages, except with regard to two-story or split-level dwellings, a minimum square foot area of not less than 1,000 square feet at ground level shall be required, exclusive of porches and No single or two-family dwelling shall be permitted on any All single-family dwellings shall have a minimum two-car attached garage with a hard-surfaced driveway to said garage. DWELLING SIZE: garages. 6
- limited to, boats, campers, mobile homes and snowmobiles shall be allowed to be No recreational vehicles, including, but not stored upon the Properties unless within an enclosed structure or in the side or rear 10. RECREATIONAL VEHICLES: yard on a cement surface.

<ol> <li>11. <u>AMENDMENTS</u>: 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.</li> <li>12. <u>ENFORCEMENT</u>: 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.</li> <li>13. <u>NO WAIVER</u>: The waiver by the Owner of a breach of any portion of these ary provision hereof. The proceedings may be to restrain the violation or to recover damages.</li> <li>14. <u>SEVERABLUTY</u>: The invalidation of any not these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.</li> <li>14. <u>SEVERABLUTY</u>: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.</li> <li>15. <u>NO WITY DEVELOPMENT</u> AGENCY OF LEXINGTON, NEBRASKA BASIN.</li> </ol>	STATE OF NEBRASKA ) ss. country OF DAWSON ) ss. country OF DAWSON ) ss. country of Dawson ) ss. country of Dawson ) ss. 2021, by KORY CETAK, Chairman Of the Community Development Agency of Lexington, Nebraska Tor and on Aehaft of the Community Development Agency of Lexington, Nebraska Tor and on Aehaft of the Community Development Agency of Lexington, Nebraska Tor and on Aehaft of the Community Development Agency of Lexington, Nebraska Tor and on Aehaft of the Community Development Agency of Lexington, Nebraska Tor and on Aehaft of the Community Development Agency of Lexington, Nebraska Tor and on Aehaft of the Community Development Agency of Lexington, Nebraska Tor and the Community Notary Public
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