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RECORDED  
DAWSON COUNTY NE

2005 MAY 31 AM 11:39 C

*Ruth A Meyer*  
REGISTER OF DEEDS

1850  
CL  
Heldt

RESTRICTIVE COVENANTS

The undersigned THE GREATER LEXINGTON CORPORATION, a Nebraska Corporation (hereinafter referred to as "Owner") is the Owner of the following described real estate located within Lexington, Dawson County, Nebraska:

Lots One (1) through Seven (7), Block One (1), Parkview Addition to the City of Lexington, Dawson County, Nebraska.

These Restrictive Covenants are established upon the Properties.

1. USE: No lot within the Properties shall be used other than for single family residential purposes.

2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot within the Properties shall be completed within twelve months after the commencement of construction.

3. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building.

4. APPROVAL OF PLANS: The Owner shall have the exclusive right to establish grades and slopes for all lots within the Properties and to fix the grade at which any building shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties. Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Owner and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. Unless modified in writing by the Owner prior to the commencement of construction, a front yard of 30 feet and a side yard of 10 feet shall be required. One set of plans shall be left on permanent file with the Owner. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner and shown of record. Written approval or disapproval of the plans shall be given by the Owner within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval a written statement of the grounds for disapproval shall be provided. The Owner shall have the exclusive right to disapprove the plan, if in the Owners opinion the plans do not conform to the general standard of development in the Properties.

5. CITY REQUIREMENTS: All buildings within the Properties shall be constructed in conformity with the requirements of the applicable building codes of the City of Lexington, Nebraska.

6. SIDEWALKS: All sidewalks shall be constructed back-of-curb with a minimum width of 4 feet.

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. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lots within the Properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

9. 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.

10. 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 modular, prefabricated, existing or mobile home structures shall be moved onto any lot within the Properties.

11. DWELLING SIZE: No dwelling shall be permitted on any lot within the Properties which shall have less than a minimum square foot area of 1400 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 1200 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.

12. UTILITY EASEMENT: No structure, fence, tree, bush, shrub or other improvement, except as required for utilities, shall be permitted within the utility easement area. Each landowner shall be responsible for maintaining the utility easement area on their lot(s).

13. REFUSE CONTAINERS: All refuse containers shall be placed to the rear of the residence or within the garage, except on the day of pick-up, when refuse containers shall be allowed at the curb to allow the refuse collection services to collect the refuse.

14. 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.

15. 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.

16. SEPARABILITY: 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 31<sup>st</sup> day of May, 2005.

THE GREATER LEXINGTON CORPORATION, a Nebraska Corporation

By Vance Bricker  
VANCE BRICKER, President

ATTEST:

Vicki Gilpin  
VICKI GILPIN, Secretary

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DAWSON    )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 2005, by VANCE BRICKER, President of THE GREATER LEXINGTON CORPORATION, a Nebraska Corporation, for and on behalf of the Corporation.

Steven H. Heldt  
Notary Public



LexDev/RestrictiveCov

Inst. 2005 - 2179

### RESTRICTIVE COVENANTS

The undersigned PAULSEN DEVELOPMENT COMPANY (hereinafter referred to as "Owner") is the Owner of the following described real estate located within Lexington, Dawson County, Nebraska:

Lots Nine (9) through Thirty-seven (37), Block Two (2);  
and Lots One (1) through Fourteen (14), Block Three (3);  
all in Paulsen's First Addition to the City of Lexington,  
Dawson County, Nebraska.

These Restrictive Covenants are established upon the Properties.

1. USE: No lot within the Properties shall be used other than for single family residential purposes.

2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any lot within the Properties shall be completed within twelve months after the commencement of construction.

3. ANTENNAS: No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building.

4. APPROVAL OF PLANS: The Owner shall have the exclusive right to establish grades and slopes for all lots within the Properties and to fix the grade at which any building shall be placed or constructed upon any lot, in conformity with the general plan for the development of the Properties. Plans for any building or other improvement to be placed or constructed upon any lot within the Properties shall be submitted to the Owner and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. Unless modified in writing by the Owner prior to the commencement of construction, a front yard of 30 feet and a side yard of 10 feet shall be required. one set of plans shall be left on permanent file with the Owner. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Owner and shown of record. Written approval or disapproval of the plans shall be given by the Owner within 30 days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval a written statement of the grounds for disapproval shall be provided. The Owner shall have the exclusive right to disapprove the plan, if in the Owners opinion the plans do not conform to the general standard of development in the Properties.

5. CITY REQUIREMENTS: All buildings within the Properties shall be constructed in conformity the requirements of the applicable building codes of the City of Lexington,

Nebraska.

6. SIDEWALKS: All sidewalks shall be constructed back-of-curb with a minimum width of 4 feet.

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. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any lots within the Properties, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

9. 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.

10. 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 modular, prefabricated, existing or mobile home structures shall be moved onto any lot within the Properties.

11. DWELLING SIZE: No dwelling shall be permitted on any lot within the Properties which shall have less than a minimum square foot area of 1400 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 1200 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.

12. UTILITY EASEMENT: No structure, fence, tree, bush, shrub or other improvement, except as required for utilities, shall be permitted within the utility easement area. Each landowner shall be responsible for maintaining the utility easement area on their lot(s).

13. REFUSE CONTAINERS: All refuse containers shall be placed to the rear of the residence or within the garage, except on the day of pick-up, when refuse containers shall be allowed at the curb to allow the refuse collection service to collect the refuse.



Inst. 2010 - 2889

RECORDED  
DAWSON COUNTY NE

2010 SEP 15 AM 11:18

RESTRICTIVE COVENANTS

The undersigned THE GREATER LEXINGTON CORPORATION, a Nebraska Corporation (hereinafter referred to as "Owner") is the Owner of the following described real estate located within Lexington, Dawson County, Nebraska:

*Ruth A Meyer*  
RECORDS OF DEEDS

2150  
LICK  
Heldt

Lots One (1) through Ten (10), Block One (1), and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Eleven (11), Twelve (12), and Thirteen (13), Block Two (2), Northwest Third Addition to the City of Lexington, Dawson County, Nebraska.

These Restrictive Covenants are established upon the Properties.

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 months after the commencement of construction.

3. 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.

4. SIDEWALKS: All sidewalks shall be constructed back-of-curb with a minimum width of 4 feet.

5. 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.

6. 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.

7. 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 modular, prefabricated, existing or mobile home structures shall be moved onto any lot within the Properties.

Inst. 2010 - 2889



8. **DWELLING SIZE:** No dwelling shall be permitted on any lot within the Properties which shall have less than a minimum square foot area of 1400 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 1200 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.

9. **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.

10. **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.

11. **SEPARABILITY:** 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 13 day of September, 2010.



THE GREATER LEXINGTON CORPORATION, a Nebraska Corporation

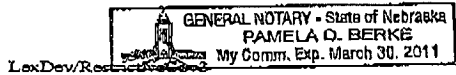
By Vance Bricker  
VANCE BRICKER, President

ATTEST:

Susan P. Bennett, Secretary

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DAWSON )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2010, by VANCE BRICKER, President of THE GREATER LEXINGTON CORPORATION, a Nebraska Corporation, for and on behalf of the Corporation.



Pamela D. Berke  
Notary Public

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, 6, and 7, all in Block 5, Northwest Third Addition to the City of Lexington, Dawson County, Nebraska; and

Lots 1, 2, 3, 4, 5, 6, and 7, all in Block 6, Northwest Third Addition to the City of Lexington, Dawson County, Nebraska; and

Lots 1, 2, 3, 4, 5, 6, 7, and 8, all in Block 1, Northwest Sixth 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 \_\_\_\_\_, 2017.

COMMUNITY DEVELOPMENT  
AGENCY OF LEXINGTON, NEBRASKA

By \_\_\_\_\_  
SETH MCFARLAND, Chairman

ATTEST:

\_\_\_\_\_  
Secretary



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 11, 12, 13, 14, 15, all in Block 1, Northwest Third Addition to the City of Lexington, Dawson County, Nebraska;

Lots 9 and 10, in Block 2, Northwest Third Addition to the City of Lexington, Dawson County, Nebraska;

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, all in Block 3, Northwest Third Addition to the City of Lexington, Dawson County, Nebraska;

Lots 1, 2, 3, 4, and 5, all in Block 4, Northwest Third 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. FENCING: Fencing shall be wood/vinyl privacy or dark (green, black, charcoal, brown) coated chain link. Privacy fencing shall not exceed 6 ft in height. Chain link fencing shall not exceed 5 ft in height.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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 modular, prefabricated, existing or mobile home structures shall be moved onto any lot within the Properties.
11. DWELLING SIZE: No dwelling shall be permitted on any lot within the Properties which shall have less than a minimum square foot area of 1600 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 1400 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.
12. 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.
13. SWIMMING POOLS: No swimming pool shall be permitted which extends more than one foot above ground level.
14. 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.
15. 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.
16. 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 \_\_\_\_\_, 2016.

COMMUNITY DEVELOPMENT  
AGENCY OF LEXINGTON, NEBRASKA

By \_\_\_\_\_  
JASON FAGOT, Chairman



ATTEST:

\_\_\_\_\_  
Secretary

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DAWSON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by JASON FAGOT, Chairman of the Community Development Agency of Lexington, Nebraska, for and on behalf of the Community Development Agency of Lexington, Nebraska.

CityofLex/Northwest/Restrictive Covenants

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

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, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, all in Block 1, Northwest Fifth Addition to the City of Lexington, Dawson County, Nebraska; and

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, all in Block 2, Northwest Fifth Addition to the City of Lexington, Dawson County, Nebraska; and

Lots 1, 2, 3, 4, and 5, all in Block 3, Northwest Fifth 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 modular, prefabricated, 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 1,600 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 \_\_\_\_\_, 2017.

COMMUNITY DEVELOPMENT  
AGENCY OF LEXINGTON, NEBRASKA

By \_\_\_\_\_  
SETH MCFARLAND, Chairman

ATTEST:

\_\_\_\_\_  
Secretary

