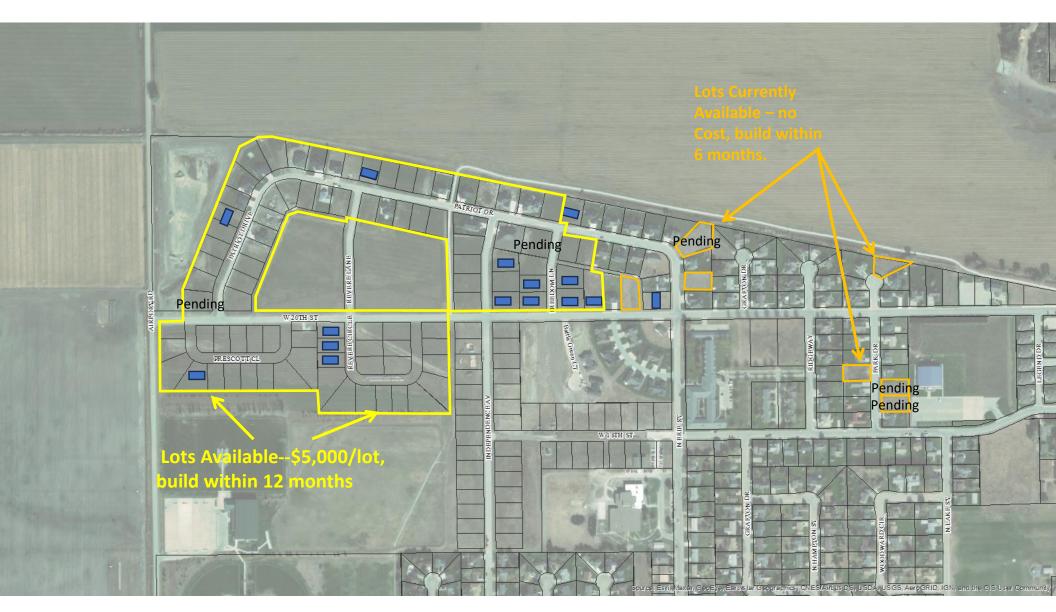
Available Northwest Housing Lots

- Dozens of sites to choose from
 - \$0 \$5,000 each
 - Lots sizes: approx. 12,000 25,000 square feet
- Utilities on site (Electric, Sewer, Water)
 - Sewer depths accommodate basements
- Protective covenants in place
- Lots are not located in floodplain
- Close to Optimist Recreation Complex and Sandoz Elementary School
- 2. Available Lot Map
- 3. Subdivision Maps
- 8. Protective Covenants
- 12. Floodplain Map
- 13. Sewer Depth Layout



CITY OF EXTINAT

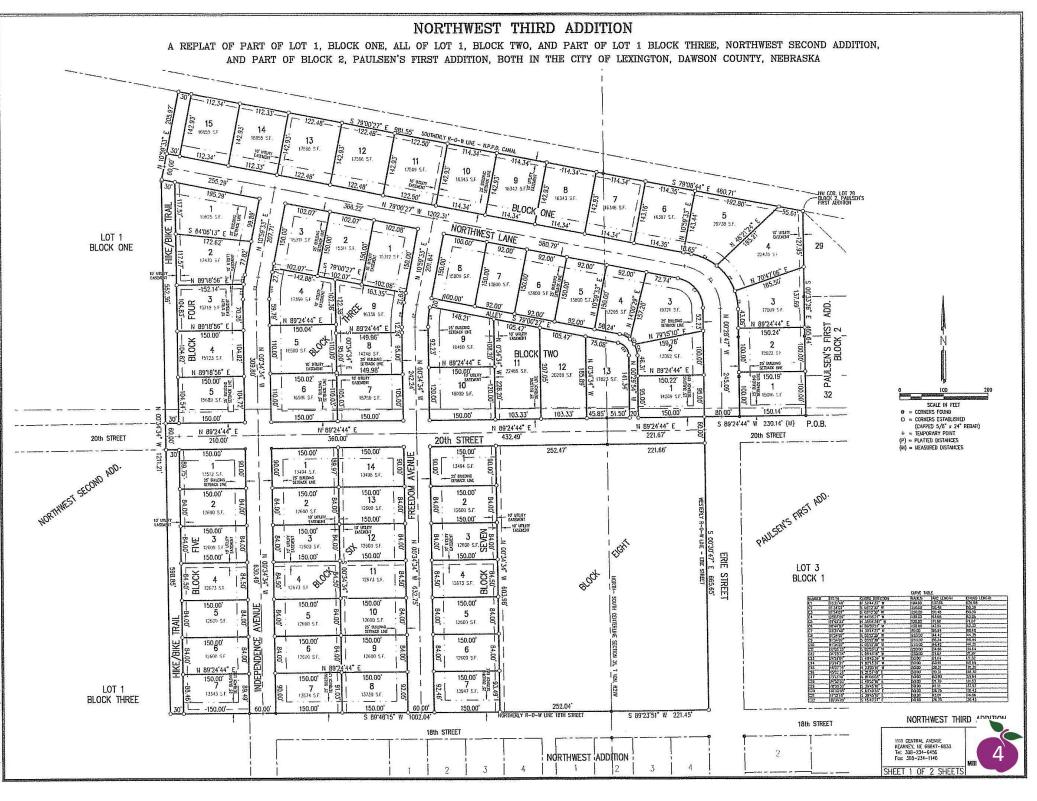






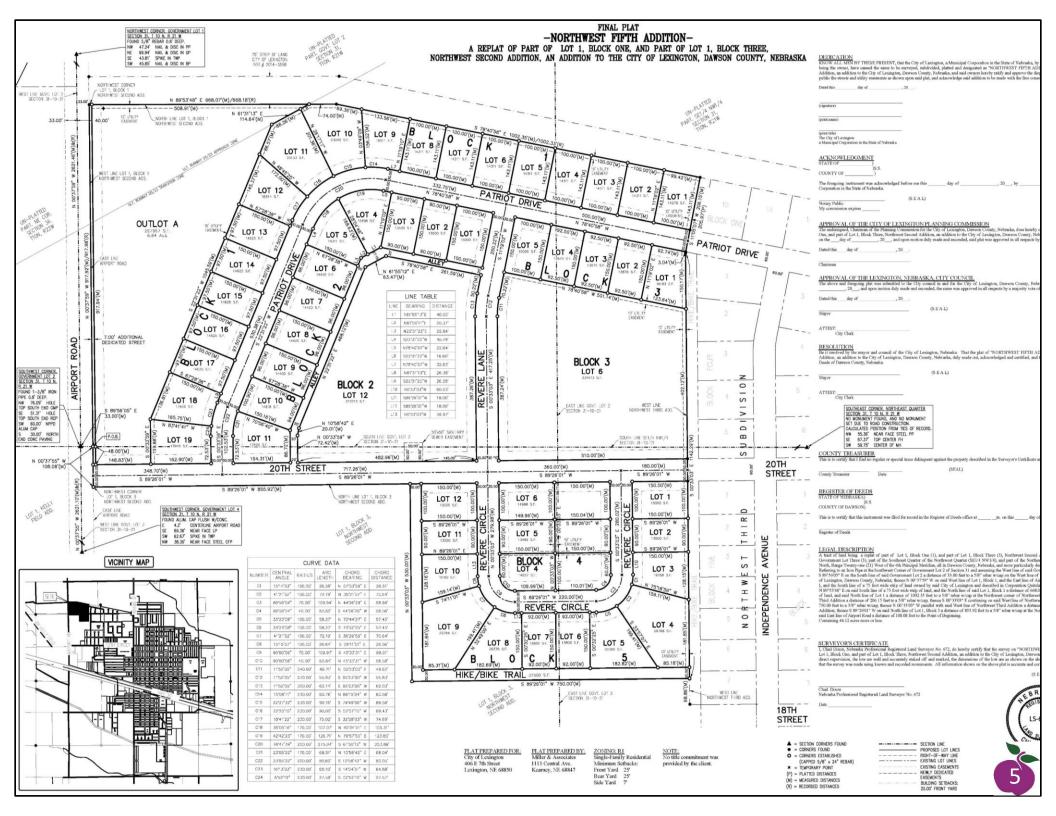


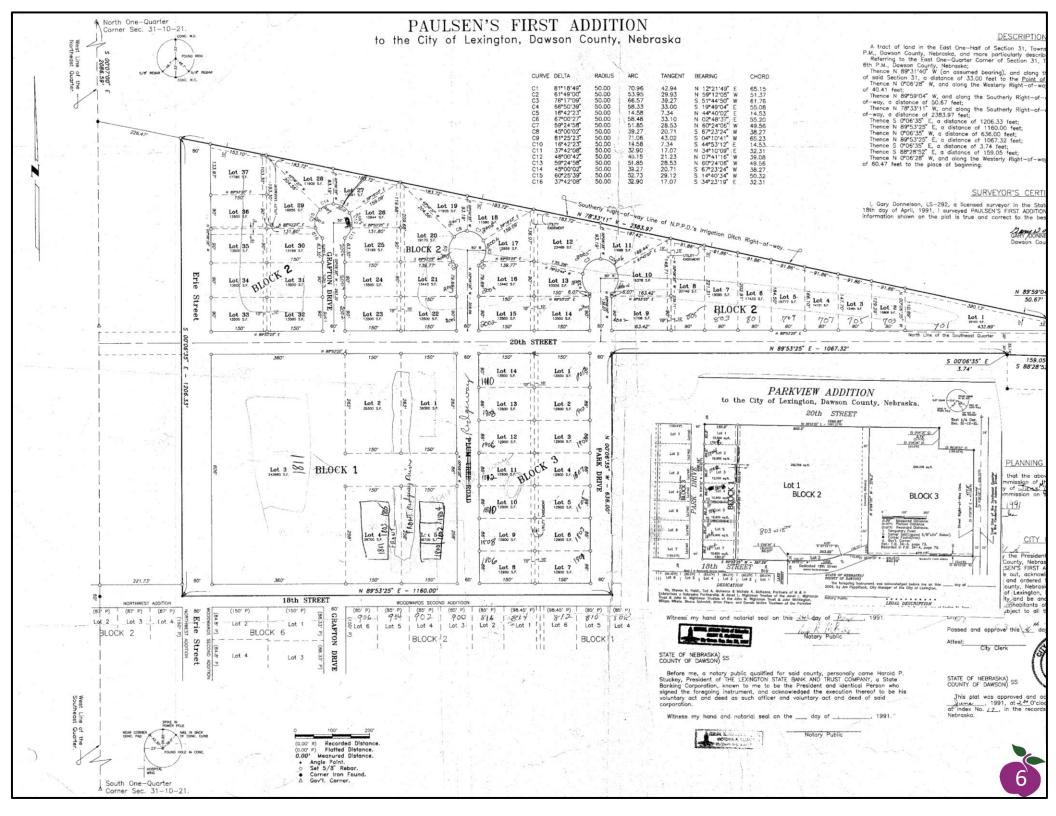


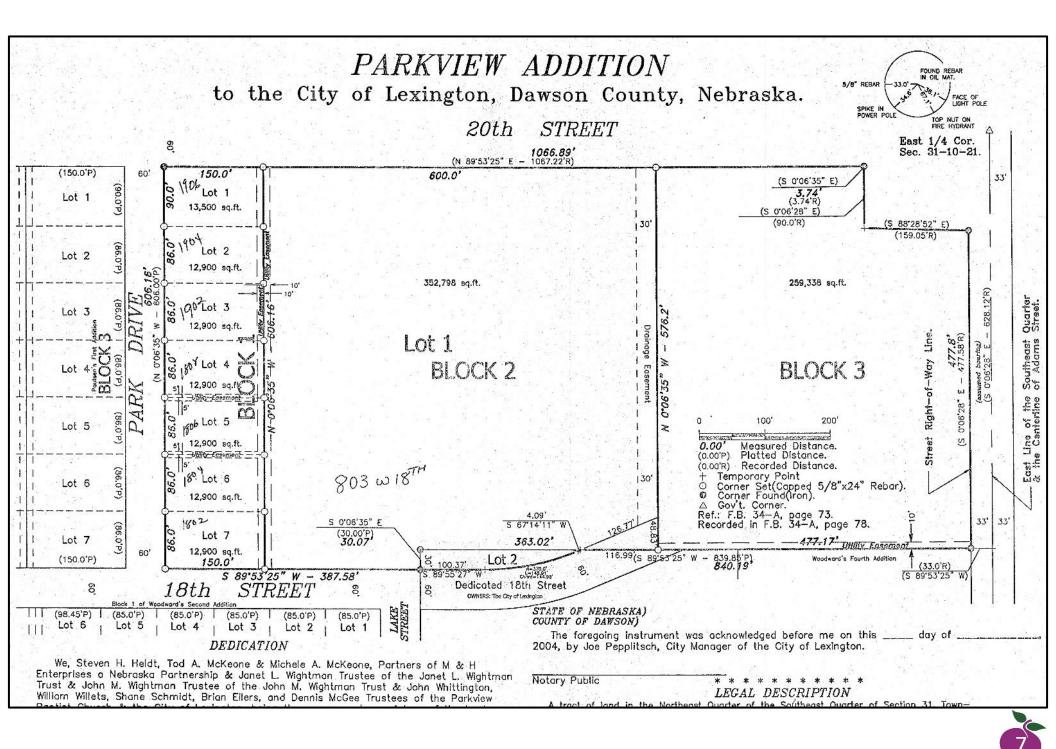


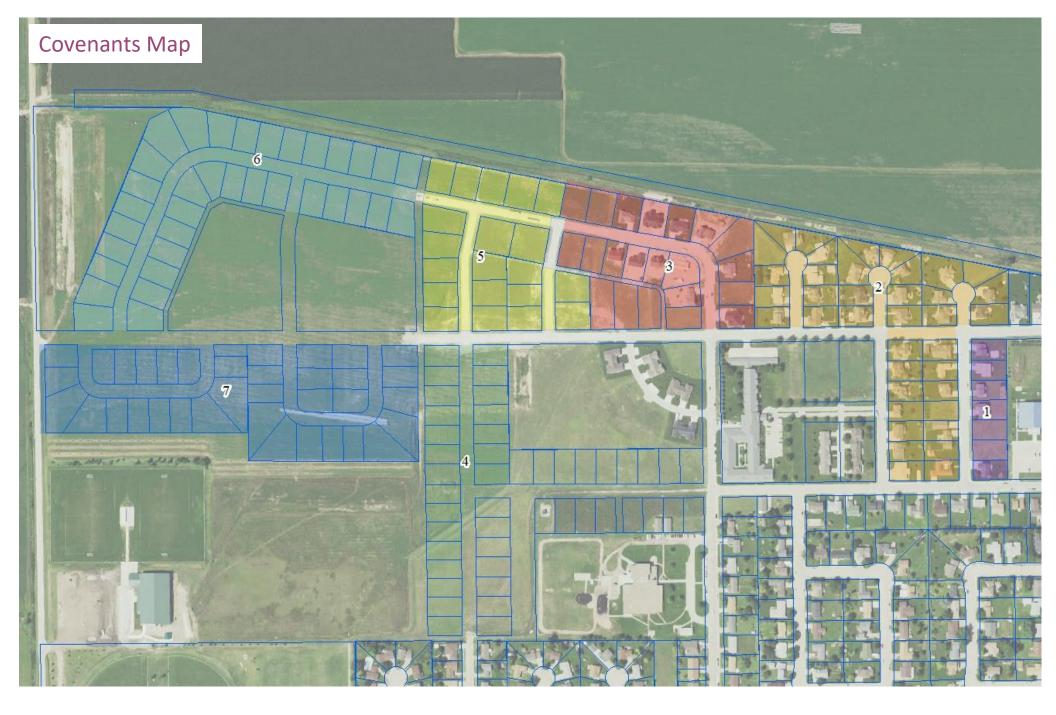
094-06 Ith Additon/2009 IIW Jrd Add G: \Projects\127\127-G1-11:13:06

* E002









Contact the City of Lexington for a copy of the covenant in each area. An example is on the following pages.



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 AGENCY DEVELOPMENT COMMUNITY Lexington, Dawson County, Nebraska: THE undersigned, The

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 Properties established upon are Covenants The following Restrictive described above:

- USE: No lot within the Properties shall be used other than for single family residential purposes. ÷
- 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
- EXTERIOR FINISHING: All exterior finish materials shall be as follows: ë



- 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. a.
- Any proposed colors must be harmonious with each other and 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 with the colors of exterior brick and roofing materials. Colors: allowed. þ.
- 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. o'
- Lot owners shall additionally install an underground irrigation system within six 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. (6) months after completion of any dwelling constructed on the above lots. 4.
- and shall not be located in the front yard, side yard setback, or within 10 feet of DOG KENNELS: Any dog run or kennel shall be adequately screened from view any lot line. 5.
- ANTENNAS: No wiring or antenna for electrical power, telephone, television, This covenant shall not prohibit the installment of equipment, including antennas radio, or any other use shall be permitted above ground, except within a building. or dishes for satellite television. 6.
- 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. dwelling completed partially οN TEMPORARY STRUCTURES: Ŀ.
- No advertising signs, billboards, or other advertising devices shall However, the Owner may erect signs advertising lots for sale within the Properties, and a sign advertising a single be permitted on any lot within the Properties. lot for sale may be erected upon any lot. SIGNS: ∞.
- 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. 9.



- 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 splitlevel 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 10. DWELLING SIZE: said garage.
- stored upon the Properties unless within an enclosed structure or in the back yard No recreational vehicles, including, but not limited to, boats, campers, mobile homes and snowmobiles shall be allowed to be 11. RECREATIONAL VEHICLES: on a cement surface.
- 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. AMENDMENTS: 12.
- violate any provision hereof. The proceedings may be to restrain the violation or 13. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to 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.
- The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof. SEVERABILITY: 15.

day IN WITNESS WHEREOF, our signature has been affixed hereto, this , 2017.

of

COMMUNITY DEVELOPMENT AGENCY OF LEXINGTON, NEBRASKA

Βy

SETH MCFARLAND, Chairman

ATTEST:

Secretary

