

State of Nebraska, County of Cherry.

This instrument was filed for record on 4-12-10  
at 2:45 o'clock P M, and recorded in Book 47  
of misc Page 254

County Clerk

Deputy County Clerk

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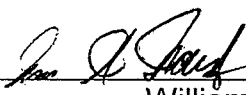
## RESTRICTIVE COVENANTS

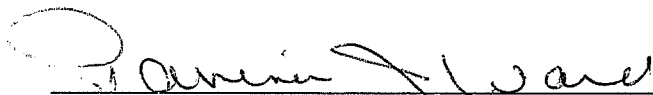
The following restrictive covenants apply to Lots Two, Three, Four and Five, Block One, Willeys Hills Addition to the City of Valentine, Cherry County Nebraska, **AND** All of Lot Six, Lanz Subdivision to Cherry County, Nebraska.

1. Lots Two, Three, Four and Five, Block One, Willeys Hills Addition to the City of Valentine, Nebraska, and Lot Six of Lanz Subdivision to Cherry County, Nebraska, shall be known, described, and used solely as residential lots and any residence constructed on any lot or lots shall contain not less than 1,500 square feet of floor space if the residence is a one-story residence with or without basement, and not less than 1,200 square feet of ground floor space if the residence is a multiple-level residence. A multiple-level residence shall include any residence with a basement if the basement has an outside entrance at the same level as the basement floor level and if at least one-half of the basement level interior is finished and inhabitable. Floor space as used herein shall mean that enclosed area of the residence which is inhabitable the entire year.
2. All dwellings constructed shall be for one-family residences only and multiple family dwellings or apartments are prohibited.
3. The minimum distance from any part of a structure to the front lot line shall be 45 feet. In Willeys Hills Division the front lot line is defined as the line bordering on Allen Ward Lane, as platted, except where a lot is bordered on two sides by Allen Ward Lane and any other road or street in which case the line nearest the main entrance of the residence shall be the front lot line. On all such lots bordered on two sides by Allen Ward Lane and any other road or street, the minimum distance from any part of a structure to the drive or any road or street shall be 25 feet.
4. No residence shall be constructed less than 15 feet from a side lot line except an attached garage which shall be not less than 10 feet from the side lot line. A side lot line is defined as any line extending from any street, road or drive between any two lots.
5. All sidewalks constructed shall join to be continuous and in line with existing sidewalks.
6. No trailer, basement; tent, shack, garage or other out building erected on the property shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
7. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that dogs, cats, and household pets may be kept except if they are bred, maintained or kept for any' commercial purpose.

8. These restrictive covenants are to run with the land and shall be binding upon the undersigned, its successors and assigns, All conveyances of lots within Willeys Hills Addition and any conveyance of Lot Six, Lanz Addition shall be subject to the terms and conditions of these restrictive covenants. These restrictive covenants may be amended or revoked by the unanimous agreement of the owners of all of the lots in Willeys Hills Subdivision.
9. In the event of the violation of any of the covenants or restrictions herein, it shall be lawful for any person, partnership or corporation owning any lot in Willeys Hills Addition to prosecute any proceedings at law or in equity against the person or persons, partnership or corporation violating or attempting to violate any of said covenants and restrictions, either to prevent any violation or to recover damages for such violation.
10. In the event of the violation of any of the covenants or restrictions herein pertaining to Lanz Subdivision it shall be lawful for the undersigned or their successors or assigns to prosecute any proceedings at law or in equity against the person or persons, partnership or corporation violating or attempting to violate any of said covenants and restrictions, either to prevent any violation or to recover damages for such violation.
11. WPH Ward Plumbing & Heating, LLC will do all HVAC, electrical and mechanical on any building constructed on any lot. The property owner may hire any builder, including WPH Ward Plumbing & Heating, LLC as general contractor.
12. Any fencing shall be the responsibility and at the expense of the lot owner.
13. The invalidation of any one of these covenants by the order of any court shall in no wise affect any of the other provisions which shall remain in full force and effect.


Dated April 12, 2010.

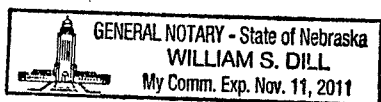
  
 \_\_\_\_\_  
 William W. Ward

  
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 Pamina J. Ward

STATE OF NEBRASKA    )  
   ) SS.  
 COUNTY OF CHERRY.    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2010, by William W. Ward and Pamina J. Ward, husband and wife.

  
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 Notary Public



My commission expires Nov 11, 2011