

RESOLUTION NUMBER 7704

A resolution approving the Declarations of Restrictive Covenants for Corral Crossing Addition and Heritage Heights Addition, both Additions to the City of Beatrice, Gage County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the placement of restrictive covenants for Corral Crossing Addition, an Addition to the City of Beatrice, Gage County Nebraska, is hereby approved.

SECTION 2. That the Mayor, City Administrator, and City Attorney be authorized and directed to execute and record any and all documents necessary, including but not limited to a Declaration of Restrictive Covenants, to place restrictive covenants upon Corral Crossing Addition, an Addition to the City of Beatrice, Gage County Nebraska. A copy of said Declaration of Restrictive Covenants for Corral Crossing Addition, an Addition to the City of Beatrice, Gage County Nebraska is attached hereto, marked as Exhibit "A", and incorporated herein by reference.

SECTION 3. That the placement of restrictive covenants for Heritage Heights Addition, an Addition to the City of Beatrice, Gage County Nebraska, is hereby approved.

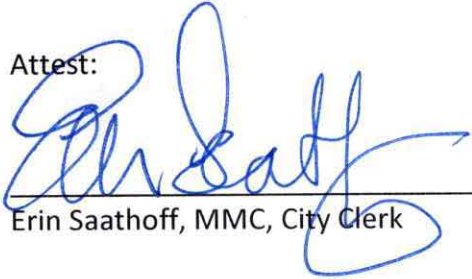
SECTION 4. That the Mayor, City Administrator, and City Attorney be authorized and directed to execute and record any and all documents necessary, including but not limited to a Declaration of Restrictive Covenants, to place restrictive covenants upon Heritage Heights Addition, an Addition to the City of Beatrice, Gage County Nebraska. A copy of said Declaration of Restrictive Covenants for Heritage Heights Addition, an Addition to the City of Beatrice, Gage

County Nebraska is attached hereto, marked as Exhibit "B", and incorporated herein by reference.

SECTION 5. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:



Erin Saathoff, MMC, City Clerk



Robert Morgan, Mayor

Return to:
Taylor Rivera
400 Ella Street
Beatrice, NE 68310

DECLARATION OF RESTRICTIVE COVENANTS

The City of Beatrice, Nebraska, a municipal corporation ("City"), as owner of the real estate being subjected to these Restrictive Covenants ("Covenants") executes these Covenants on the 5th day of January, 2026.

Recitals

WHEREAS, City is the owner of the following real estate, legally described as follows:

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block One (1); and all of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), Block Two (2), all in Corral Crossing Addition, an Addition to the City of Beatrice, Gage County, Nebraska (the "Property")

Each lot is referred to herein as a "Lot" and all of the lots are collectively referred to herein as the "Property".

WHEREAS, City intends to sell the Lots to titleholders who shall be subject to these Covenants and shall be referred to as Lot Owners.

NOW THEREFORE, these Covenants are established upon the Property as follows:

1. **Use.** No Lot shall be used for any purpose other than for residential purposes.
2. **General Standards for Dwelling Structures:**
 - a. **Single-Family Dwelling Units:** The following general standards of development shall apply to Single-Family Dwelling Units:
 - i. **Minimum Floor Area:** The minimum floor area for any dwelling, exclusive of basements, garages, porches, patios, decks, or enclosed decks, shall be 1,250 sq. ft.
 - ii. **Development Requirements:** Each Lot Owner purchasing or otherwise conveyed a Lot by the City shall complete the construction of one (1) house per Lot purchased or otherwise conveyed in accordance with these Covenants.
 - iii. **Basement:** Each dwelling unit shall have a basement with at least one (1) egress window.

iv. **Exterior Finish:**

1. **Exterior Materials:** All exterior materials shall be muted earth tone in color.
2. **Roofing Materials:** All dwellings shall have a non-reflective roof material that is comprised of or simulates asphalt or wood shingles.
3. **Front of Dwelling:** A minimum of twenty-five percent (25%) brick, stone, or stucco is required on the exterior front of each dwelling.
4. **Attached Garage:** All dwellings shall have at least a full size, two-stall attached garage.
5. **Accessory Structures:** Any and all accessory structures constructed on a Lot shall have a minimum of twenty-five percent (25%) brick, stone, or stucco siding on the exterior front of each accessory structure that is of like or complimentary character and color as the dwelling located on the same Lot, unless the accessory structure is less than 250 sq. ft.

b. **Multi-Family Dwelling Units:** The following general standards of development shall apply to Multi-Family Dwelling Units:

- i. **Minimum Area:** The minimum area for any multi-family housing development, exclusive of basements, garages, porches, patios, decks, or enclosed decks, shall be 1,250 sq. ft. per living unit.

ii. **Exterior Finish:**

1. **Exterior Materials:** All exterior materials shall be muted earth tone in color.
2. **Roofing Materials:** All dwellings shall have a non-reflective roof material that is comprised of or simulates asphalt or wood shingles.
3. **Front of Dwelling:** Each dwelling unit shall have a minimum of twenty-five percent (25%) brick, stone, or stucco is required on the exterior front of each dwelling.
4. **Attached Garage:** Each dwelling unit shall have at least a full size, two-stall attached garage per living unit.
5. **Accessory Structures:** Any and all accessory structures constructed on a Lot shall have a minimum of twenty-five percent (25%) brick, stone, or stucco siding on the exterior front of each accessory structure that is of like or complimentary character and color as the dwelling located on the same Lot, unless the accessory structure is less than 250 sq. ft.

3. **General Standards for Improvements and Structures Other Than Dwellings:**

- a. **Landscaping:** All front, side, and rear yard areas shall be sodded or seeded upon completion of any building constructed upon any Lot. Storm water swales shall not be disturbed or filled.
- b. **Driveways and Sidewalks:** All driveways and sidewalks must be completed prior to occupancy of the dwelling unit(s). All driveways and sidewalks shall be constructed

with materials authorized by the Beatrice City Code and Beatrice Zoning Ordinance. All driveways shall connect from the primary garage structures to the adjacent public street.

4. **Restriction as to Character of Structure Used as Dwelling:** No trailer, basement, tent, shack, shed, garage, barn, or other outbuilding erected on a Lot on the Property shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any Lot.
5. **Pre-Fabricated Structures:** Pre-fabricated or manufactured homes that do not require a building permit to construct, such as mobile homes, trailers, and double-wide mobile homes shall not be permitted on any Lot.
6. **City Requirements:** All buildings to be constructed on the Property shall be constructed in conformity with the requirements of the applicable zoning codes, building codes, and stormwater codes of the City of Beatrice, Nebraska.
7. **Construction of Improvements:** All residence construction shall commence no later than ninety (90) calendar days of the closing of the purchase of a Lot. Commencement shall mean the owner was issued a building permit from the City to build a residential unit on said Lot. All residence construction shall be substantially completed within eighteen (18) months after commencement of such construction or improvements.
8. **Failure to Build; Failure to Complete:** In the event residence construction is not commenced or completed as set forth in Section 7 of these Covenants, the City shall have the right to re-purchase the Lot. The City shall serve the owner with written notice of such intent and thereafter the owner shall have sixty (60) calendar days to transfer the property to the City. The price for such re-purchase of the Lot shall be the sum of the original purchase price of the lot, plus all special assessments which may have been paid by buyer or levied against the Lot after the date of purchase, minus the sum of any unpaid real estate taxes, proration of the current years' real estate taxes to date of closing, title insurance policy premium, and any liens and encumbrances on the property of a definite and ascertainable amount. Conveyance shall be by warranty deed.
9. **General Maintenance Obligations:** Each Lot owner shall be responsible for keeping their Lot mowed and in presentable condition. Each Lot owner shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Each Lot owner shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot.
10. **Construction Debris:** All excess earth, stumps, slashings, and construction debris must be removed from a Lot within six (6) months from the beginning of construction on said lot; under no circumstances shall any such debris be placed or dumped upon any other Lot.
11. **Nuisances:** No Lot Owner shall cause or maintain, nor permit to be caused or maintained any nuisance, as defined by the Beatrice City Code, upon any Lot at any time.
12. **Term; Binding on all Owners.** All of the of the covenants, restrictions, conditions, and reservations contained herein shall continue and remain in full force and effect at all times as against every person or entity who owns a Lot, regardless of how title is acquired, for a period of not less than twenty (20) years subsequent to the date of recording of these Covenants with the Gage County Register of Deeds. These covenants shall run with the land and shall be binding upon all Lot owners, and shall be enforceable by the City.

13. Tax Increment Financing ("TIF"): All Lots within the Property are subject to that certain Redevelopment Agreement between the City of Beatrice and the Community Redevelopment Authority, dated September 20, 2024, providing for the use of Tax Increment Financing ("TIF"). For so long as the Redevelopment Agreement remains in effect, each purchaser, owner, and successor in interest to any Lot shall comply with all obligations, conditions, and requirements set forth therein.

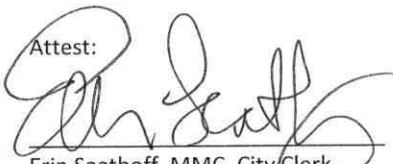
14. Amendment; Termination; Modification. These Covenants may be terminated, amended, or modified, in whole or in part, in writing, at any time, only by the City.

15. Enforcement: The enforcement of these Covenants may be by proceedings at law or in equity brought by the City against any person or entity violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation of or compel specific performance with the Covenants, or to recover damages.

16. Waiver: No delay or omission of the part of the City in exercising any rights, power, or remedy herein provided, in the event of any breach of the Covenants set forth herein, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the City of any breach of these Covenants, or for imposing restrictions herein which may be unenforceable.

17. Severability: In any one or more of the foregoing provisions is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the remaining provisions not declared to be void or unenforceable, but all remaining provisions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

CITY OF BEATRICE, NEBRASKA,
a Municipal Corporation

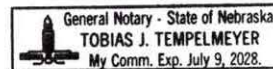
Attest:

Erin Saathoff, MMC, City Clerk


Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this 5th day of January, 2026 by Robert Morgan, Mayor of the City of Beatrice, Nebraska, a Municipal Corporation, on behalf of the corporation.


Notary Public



Return to:
Taylor Rivera
400 Ella Street
Beatrice, NE 68310

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The City of Beatrice, Nebraska, a municipal corporation ("City"), as owner of the real estate being subjected to these Restrictive Covenants ("Covenants") executes these Covenants on the 5th day of January, 2026.

Recitals

WHEREAS, City is the owner of the following real estate, legally described as follows:

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block One (1); and all of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), Block Two (2) all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska (the "Property")

Each lot is referred to herein as a "Lot" and all of the lots are collectively referred to herein as the "Property".

WHEREAS, City intends to sell the Lots to titleholders who shall be subject to these Covenants and shall be referred to as Lot Owners.

NOW THEREFORE, these Covenants are established upon the Property as follows:

1. **Use.** No Lot shall be used for any purpose other than for residential purposes. Single-Family Lots shall be used only for single-family detached dwellings.

a. **Single-Family Lots:** For purposes of these Covenants, "Single-Family Lots" shall mean the following Lots:

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block One (1); and all of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), Block Two (2) all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska.

2. **General Standards for Dwelling Structures:**

a. **Single-Family Lots:** The following general standards of development shall apply to the Single-Family Lots:

i. **Minimum Floor Area:** The minimum floor area for any dwelling, exclusive of basements, garages, porches, patios, decks, or enclosed decks, shall be 1,250 sq. ft.

- ii. **Development Requirements:** Each Lot Owner purchasing or otherwise conveyed a Lot by the City shall complete the construction of one (1) house per Lot purchased or otherwise conveyed in accordance with these Covenants.
 - iii. **Basement:** Each dwelling unit shall have a basement with at least one (1) egress window.
 - iv. **Exterior Finish:**
 - 1. **Exterior Materials:** All exterior materials shall be muted earth tone in color.
 - 2. **Roofing Materials:** All dwellings shall have a non-reflective roof material that is comprised of or simulates asphalt or wood shingles.
 - 3. **Front of Dwelling:** A minimum of twenty-five percent (25%) brick, stone, or stucco is required on the exterior front of each dwelling.
 - 4. **Attached Garage:** All dwellings shall have at least a full size, two-stall attached garage.
 - 5. **Accessory Structures:** Any and all accessory structures constructed on a Lot shall have a minimum of twenty-five percent (25%) brick, stone, or stucco siding on the exterior front of each accessory structure that is of like or complimentary character and color as the dwelling located on the same Lot, unless the accessory structure is less than 250 sq. ft.
3. **General Standards for Improvements and Structures Other Than Dwellings:**
- a. **Landscaping:** All front, side, and rear yard areas shall be sodded or seeded upon completion of any building constructed upon any Lot. Storm water swales shall not be disturbed or filled.
 - b. **Driveways and Sidewalks:** All driveways and sidewalks must be completed prior to occupancy of the dwelling unit(s). All driveways and sidewalks shall be constructed with materials authorized by the Beatrice City Code and Beatrice Zoning Ordinance. All driveways shall connect from the primary garage structures to the adjacent public street.
4. **Restriction as to Character of Structure Used as Dwelling:** No trailer, basement, tent, shack, shed, garage, barn, or other outbuilding erected on a Lot on the Property shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any Lot.
5. **Pre-Fabricated Structures:** Pre-fabricated or manufactured homes that do not require a building permit to construct, such as mobile homes, trailers, and double-wide mobile homes shall not be permitted on any Lot.
6. **City Requirements:** All buildings to be constructed on the Property shall be constructed in conformity with the requirements of the applicable zoning codes, building codes, and stormwater codes of the City of Beatrice, Nebraska.
7. **Construction of Improvements:** All residence construction shall commence no later than ninety (90) calendar days of the closing of the purchase of a Lot. Commencement shall mean

the owner was issued a building permit from the City to build a residential unit on said Lot. All residence construction shall be substantially completed within eighteen (18) months after commencement of such construction or improvements.

8. **Failure to Build; Failure to Complete:** In the event residence construction is not commenced or completed as set forth in Section 7 of these Covenants, the City shall have the right to re-purchase the Lot. The City shall serve the owner with written notice of such intent and thereafter the owner shall have sixty (60) calendar days to transfer the property to the City. The price for such re-purchase of the Lot shall be the sum of the original purchase price of the lot, plus all special assessments which may have been paid by buyer or levied against the Lot after the date of purchase, minus the sum of any unpaid real estate taxes, proration of the current years' real estate taxes to date of closing, title insurance policy premium, and any liens and encumbrances on the property of a definite and ascertainable amount. Conveyance shall be by warranty deed.
9. **General Maintenance Obligations:** Each Lot owner shall be responsible for keeping their Lot mowed and in presentable condition. Each Lot owner shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Each Lot owner shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot.
10. **Construction Debris:** All excess earth, stumps, slashings, and construction debris must be removed from a Lot within six (6) months from the beginning of construction on said lot; under no circumstances shall any such debris be placed or dumped upon any other Lot.
11. **Nuisances:** No Lot Owner shall cause or maintain, nor permit to be caused or maintained any nuisance, as defined by the Beatrice City Code, upon any Lot at any time.
12. **Term; Binding on all Owners.** All of the of the covenants, restrictions, conditions, and reservations contained herein shall continue and remain in full force and effect at all times as against every person or entity who owns a Lot, regardless of how title is acquired, for a period of not less than twenty (20) years subsequent to the date of recording of these Covenants with the Gage County Register of Deeds. These covenants shall run with the land and shall be binding upon all Lot owners, and shall be enforceable by the City.
13. **Tax Increment Financing ("TIF"):** All Lots within the Property are subject to that certain Redevelopment Agreement between the City of Beatrice and the Community Redevelopment Authority, dated September 20, 2024, providing for the use of Tax Increment Financing ("TIF"). For so long as the Redevelopment Agreement remains in effect, each purchaser, owner, and successor in interest to any Lot shall comply with all obligations, conditions, and requirements set forth therein.
14. **Amendment; Termination; Modification.** These Covenants may be terminated, amended, or modified, in whole or in part, in writing, at any time, only by the City.
15. **Enforcement:** The enforcement of these Covenants may be by proceedings at law or in equity brought by the City against any person or entity violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation of or compel specific performance with the Covenants, or to recover damages.
16. **Waiver:** No delay or omission of the part of the City in exercising any rights, power, or remedy herein provided, in the event of any breach of the Covenants set forth herein, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor

shall any action be brought or maintained by anyone whatsoever against the City of any breach of these Covenants, or for imposing restrictions herein which may be unenforceable.

17. Severability: In any one or more of the foregoing provisions is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the remaining provisions not declared to be void or unenforceable, but all remaining provisions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

CITY OF BEATRICE, NEBRASKA,
a Municipal Corporation

Attest:

Erin Saathoff, MMC, City Clerk


Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this 5th day of January, 2026 by Robert Morgan, Mayor of the City of Beatrice, Nebraska, a Municipal Corporation, on behalf of the corporation.


Notary Public

