

WASHINGTON COUNTY, STATE OF NEBRASKA

Instrument Number 2022-01041

Carolyn M. Stodola
REGISTER OF DEEDS

FILED

2022 Mar-30 AM 08:30

Carolyn Stodola
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

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General _____
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RESTRICTIONS AND PROTECTIVE COVENANTS

The undersigned being the Owners of the land described and incorporated herein by this reference, hereby adopt the following, restrictions, and protective covenants:

1. Owner Improvement Approval Rights. No residence or building, shall be constructed, erected, placed, or permitted to remain on any Land, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Owner as follows:

- A. Buyer desiring to erect an Improvement on Land shall deliver one set of construction plans and land plans to Owner (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color, and use of materials proposed for the exterior of such Improvement.
- B. The minimum dwelling size on the Property shall be as follows:
 - a. Ranch style (one level) or split entry home, the ground floor (or main level) shall contain not less than 1,900 square feet of finished living area.
 - b. Split-level, tri-level, or multi-level home, the top three (3) levels shall contain a total of not less than 2,000 square feet of finished living area.
 - c. One and one-half (1 ½) story or two (2) story home, the ground floor (first floor) shall contain not less than 1,500 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 2,000 square feet.

2. Owner intends that the Lands shall be developed as a residential with home constructed of high-quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Owner in a reasonable manner to protect the values, character, and residential quality of Lands in a manner consistent with this Declaration. Atypical improvements and home designs such as dome houses, A-frame houses and flat houses will not be approved unless the Owner determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Owner determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography, or will not protect and enhance the integrity and character, Owner may refuse approval of the proposed Improvement.

3. Set Back Requirements. Except as set forth herein, all Improvements on the Land shall comply with setback requirements of the Zoning Code of Washington County, Nebraska, as the same may be amended from time to time. Notwithstanding the foregoing, Owner contemplates that it may be necessary or appropriate to grant Limited waivers of the front and side yard line setbacks for certain Lands.

4. Prohibited Activities. No vehicles that are offensive be visibly stored, parked, or abandoned on any Land. No unused building material, junk or rubbish shall be left exposed on the Land except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

5. Storage of Boats, Etc. No grading or excavating equipment, tractors or semi tractors/trailers shall be stored, parked, kept, or maintained in any yards, or driveways. However, this shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction.

6. Outbuildings. No structure of a temporary character shall be erected upon or used on any Land at any time, either temporarily or permanently without the approval of Owner, and in all events such structures must be architecturally consistent with the design of the residential structure, may not be used for commercial purposes, and may only be constructed concurrently with or following construction of the residential structure. No structure or dwelling shall be moved from outside to the Land without the written approval of Owner. Any approved structure (except the main residential structure) must be set back at least seventy-five (75) feet from the front land line and at least fifty (50) feet from all other land lines.

7. These Protective Covenants shall run with and bind the land and the then current owners thereof, and shall inure to the benefit of and be enforceable by the Grantors or their successors in interest, or the owner of any neighboring property conveyed to such owner by Grantor, and their legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date these Protective covenants are recorded, after which time said Protective Covenants shall automatically renew for successive periods of ten (10) years each.

8. Enforcement of these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction set forth herein, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these Protective Covenants. Failure to enforce any covenant, condition or restriction herein shall not be deemed a waiver of the right to do so thereafter. Invalidation of any one of these covenants, conditions or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

Nothing herein contained shall in any way be construed as imposing upon the Granter any liability, obligation, or requirement to enforce any of the provisions contained herein.

DATED this 23 day of March, 2022

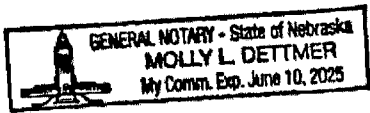
David Purdy
David Purdy

Jodi Purdy
Jodi Purdy

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The above and foregoing instrument was acknowledged before me this 23 day of March, 2022, by David Purdy AND Jodi Purdy.



Molly L. Dettmer
Notary Public

Part of the West Half of the Southwest Quarter of Section 19, Township 17 North, Range 11 East of the Sixth P.M., Washington County, Nebraska, being described as follows: Commencing at the Southwest Corner of said Section 19; thence N87°30'18"E (Assumed Bearing) on the South Line of said West Half, a distance of 44.60 feet to a point on the East Line of Nebraska State Highway No. 31, as described and recorded in Washington County Deed Book 79, page 83, this being the true point of beginning; thence continuing N87°30'18"E on said South Line, a distance of 526.43 feet to a point being 760.00 feet west of the Southeast Corner of said West Half; thence on the approximate centerline of an existing drainage ditch as follows, N01°51'16"E 42.00 feet, N22°07'22"E 45.00 feet, N42°50'32"E 85.00 feet, N60°26'18"E 110.00 feet, N52°08'55"E 80.00 feet, N43°47'34"E 110.00 feet, N31°55'40"E 105.00 feet, N28°23'50"E 40.00 feet, N35°24'57"E 65.00 feet, N16°11'49"E 140.00 feet, N04°19'08"W 320.00 feet, N07°19'01"E 180.00 feet, N09°40'44"W 160.00 feet, N02°16'51"E 70.00 feet, N11°22'36"E 50.00 feet, N05°42'46"W 40.00 feet, N36°43'02"W 15.00 feet, N00°46'13"W 60.00 feet to a point of intersection with the approximate centerline of an existing creek; thence on the approximate centerline of said creek as follows, N84°21'32"W 23.00 feet, S65°07'17"W 22.00 feet, N73°57'35"W 211.00 feet, N71°03'11"W 300.00 feet, N72°15'29"W 360.00 feet, N79°02'16"W 43.00 feet, N68°03'23"W 126.53 feet to a point on the East Line of said Nebraska State Highway No. 31; thence S02°14'05"E on said East Line, a distance of 823.10 feet; thence S08°53'27"E continuing on said East Line, a distance of 301.85 feet; thence S02°14'30"E continuing on said East Line, a distance of 399.80 feet; thence S03°36'36"W continuing on said East Line, a distance of 343.88 feet to the true point of beginning, containing 35.31 acres, more or less.