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STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 990908
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 23rd DAY OF February A.D. 19 99
AT 8:26 O'CLOCK A M AND RECORDED IN BOOK
297 AT PAGE 329-334
COUNTY CLERK Charlotte L. Petersen
Karen Madsen

FILED

99 FEB 23 AM 8:26

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK
BLAIR, NEBR.

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is made as of the 22 day of February, 1999 by John Isakson, as Special Trustee of the Eileen A. Breithaupt Charitable Remainder Trust as to a portion of subject property, and Eileen A. Breithaupt, a single person, as to a portion of subject property, and Kenneth J. Breithaupt and Mara A. Breithaupt, husband and wife, as Joint Tenants, as to a portion of subject property, herinafter called the "Declarants."

RECITALS:

- A. Declarants are the owners of real property located in Washington County, Nebraska more particularly described as on attached Exhibit "A," hereinafter called "Tract";
- B. Declarants intend to sell portions of the Tract ("Parcel" or "Parcels") described above for residential purposes to third party purchasers for the construction of single family dwellings; and
- C. Declarants desire hereby to impose upon said tract and each of the Parcels sold therefrom mutual and beneficial restrictions, covenants, conditions, and charges under a general plan for the benefit of the owners of said Tract and future owners of Parcels of the same.

NOW, THEREFORE, in consideration of the promises, Declarants, for themselves, their successors, assignees, and all future grantees and successors in title, do hereby impose, create and place upon the Tract described above, and all Parcels derived from such Tract, the reservations, conditions, covenants, and restrictions (all of which are hereby termed "restrictions") contained below. Declarants further declare that said Tract and Parcels are held and shall be held, conveyed, hypothecated or encumbered, used and occupied subject to the provisions of this Declaration, all of which are declared to be in furtherance of a plan for the development, improvement and sale of Parcels within said Tract, and are established for the purpose of enhancing the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon the Tract; to create reciprocal rights between the respective owners of Parcels therein; to create a privity of contract and estate between the grantees thereof, their heirs and assigns and shall, as to the owners of any interest in Parcels of said Tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other owners of any Parcels in said Tract, and this shall be so even if said restrictions are omitted from any deed or instrument of conveyance of said Parcels, or any part thereof.

These restrictions shall continue until December 31, 2025, after which time they may be extended for two successive periods of ten (10) years each by an instrument signed by the owners of more than fifty percent (50%) of the Parcels of said Tract. At any time during the term of these restrictions the then owners of all of the Parcels of said Tract may modify or terminate the restrictions by a unanimous vote, which modification or termination must be filed with the office of the County Clerk, Ex-officio Register of Deeds of Washington County, Nebraska.

The restrictions contemplated by this Declaration are herewith stated to be as follows:

- 1. No Parcel owned by anyone other than Declarants shall be sold which is less than 10.01 acres in side, nor shall any Parcel be subdivided, altered or changed so as to be less than 10.01 acres in size. In addition, no Parcel shall contain more than one single family dwelling, and no duplex, fourplex or greater type of multi-family dwelling, apartment, hotel, motel, or bed and breakfast structure shall exist on any Parcel.

2. No noxious or offensive trade or activity shall be carried on upon any Parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other Parcels. No posters or advertising signs or any kind (except residential "For Sale" and "No Hunting" signs not exceeding two feet by two feet (2' x 2') in size) shall be erected on any Parcel. The above restriction as to signs does not apply to signs erected by Declarants and their agents in the development and sale of Parcels. All trash and garbage shall be contained and enclosed in metal or plastic containers, and such containers shall be hidden from open view.

3. All weeds shall be kept cut to a maximum height of eight inches, except that the owner of any Parcel may maintain a garden and grow wild flowers or other natural prairie grasses that are not considered to be noxious weeds or that do not become unsightly. Noxious weeds shall be controlled at all times, and all owners of Parcels shall comply with all conservation practices recommended or required by the Agricultural Stabilization and Conservation Service and Soil Conservation Service. If any owner fails to comply with the standards of this paragraph, Declarants or any other owner of a Parcel may arrange for mowing or other services necessary to bring the Parcel into compliance, and the owner thereof shall be liable for the cost of the same.

4. An owner of a Parcel may keep and maintain animals and livestock subject to the following maximum limits:

Horses	-	one (1) per acre; or
Cattle	-	one (1) per acre; or
Sheep	-	three (3) per acre
Poultry	-	a total of ten (10) poultry (i.e., chickens, turkeys, ducks, or geese)

Offspring from the livestock and poultry will increase the allowable limit for no more than one year. Household pets may be kept and maintained for the pleasure of the owner, provided that they are not kept, bred or maintained for any commercial purpose. No kennel operations shall be conducted on any Parcel. No swine or pigs shall be kept, raised or bred on any Parcel. An owner that keeps and maintains horses, cattle and/or sheep on a Parcel shall at all times contain the same within adequate fencing so as to prevent any of such animals from entering other Parcels.

5. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the owner of a Parcel and in no event will the Declarants or their agents be or become liable for such work or maintenance or for any claims arising from such excavations.

6. No trailer, trailer house, mobile home, recreational vehicle, tent, shack, barn, temporary structure or outbuilding of any unsightly nature shall be placed or erected on any Parcel. Dwellings constructed at another location shall not be moved onto any Parcel. No basement or underground home may be used as a dwelling. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any Parcel until construction has started on the dwelling. No dwelling or other outbuilding shall be located on any Parcel closer than fifty (50) feet from the right-of-way of any public road and closer than fifty (50) feet from any boundary line of a Parcel. Upon completion of the dwelling, a recreational vehicle may be stored on the Parcel, provided that it is not occupied as a dwelling.

7. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and for personal, as opposed to business or commercial purposes. The storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than thirty (30) days, unless such storage is within an enclosed garage.

8. No fences shall be erected in front of the dwelling except decorative fences not to exceed forty-eight inches (48") in height and constructed of brick, stone, metal, plastic simulated wood, wood, or a combination of wood posts and wire. Side and rear yard fences shall be painted and/or maintained in such a manner so as not to be unsightly to the neighboring Parcels. Side yard fences shall not be constructed of rope, chain or chain link materials. No fence in any location shall be constructed of chain link materials.

9. Prior to any construction of a dwelling or any outbuilding or grading on any Parcel, the owner must first submit construction plans to Declarants or their designee and secure their or its written approval thereof. The decision regarding placement of the dwelling or outbuilding on each Parcel shall be within the sole and absolute discretion of the Declarants or their designee so as to minimize adverse affects on the aesthetics of views available to the Parcels. Plans shall include site plans showing location of the dwelling other outbuildings and structures. Said plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, drainage plan and site lines. In the event the owner contemplates construction of a fence, such plans shall be compatible with the dwelling and shall include the type of material to be used and the location thereof. All outbuildings shall have a useful purpose, shall be compatible in design with the dwelling, shall be of adequate but not excessive size if used to house animals or livestock, and shall be enclosed. A dwelling shall be designed so as to be compatible and in harmony with the rural and rustic nature of the Parcel, the other Parcels and the Tract in general. Exterior paint on the dwelling shall be neutral colors (such as gray or blue gray, for example) earthtone colors or white. No bright or bold colors will be permitted. Within ten (10) days after receipt of said plans, Declarants or their designee shall either notify the owner in writing of approval of the plans or of disapproval with reasons therefor. Said plans shall also include the plans, specifications and diagram for the septic system.

10. The enclosed living area of a dwelling on the main level, exclusive of open porches, open breezeways, basements and garages, shall be not less than 1,500 square feet.

The exposed foundation walls must be painted if not brick or stone veneer. Construction of a dwelling must be completed and occupied within one (1) year after excavation for footings is commenced. No fuel tanks on the outside of the dwelling shall be exposed to view from the front of the dwelling. Any exterior air conditioning condenser unit shall be placed in the rear yard or a side yard so as to be concealed from public view. All power and telephone service lines shall be buried underground.

11. Grading of a Parcel in preparation for construction of a dwelling or outbuilding on a Parcel shall be kept to a minimum and the natural contours of the land shall be preserved where feasible.

12. No portion of any Parcel shall be used for the storage of any property or thing that will cause the Parcel to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the Parcel that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, and comfort or serenity of the occupants of the surrounding Parcels.

13. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear of the rear building line of the dwelling. With the exception of one chattel, whether it be a boat, a camper, or a trailer which may be left unenclosed, all other such chattels must be maintained in an enclosed structure.

14. Owners of Parcels that contain areas for drainage ways shall not place or allow to be placed any obstructions such as trees, dams, fences or improvements of any kind in said drainage ways. No existing trees or natural terrain shall be disturbed without the prior written approval of Declarants or their designee. The express purpose of this restriction is to prevent problems of erosion onto and of other Parcels and to prevent changes in natural drainage and water flow patterns to the detriment of other Parcels.

15. If any owner shall violate or attempt to violate any provision hereof, Declarants, their designee, or any owner of a Parcel shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt of violation or to recover damages occasioned thereby.

16. If any one or more of the provisions as contained within these restrictions shall be adjudged unlawful or unenforceable, that action shall in no manner affect or change the remaining provisions herein which shall remain in full force and effect.

By accepting a deed to any Parcel of the Tract and/or signing this Agreement, a grantee or signer shall bind itself, its heirs, personal representatives, administrators, successors, assigns and grantees to observe and perform all restrictions as fully described in this Declaration.

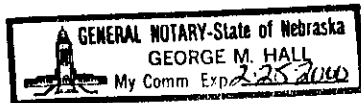
By John D. Isakson
John Isakson, as Special Trustee of the Eileen A. Breithaupt Charitable Remainder Trust, Declarant

Eileen A. Breithaupt
Eileen A. Breithaupt, A Single Person, Declarant

Kenneth J. Breithaupt and Mara A. Breithaupt
Kenneth J. Breithaupt and Mara A. Breithaupt,
Husband and Wife, as Joint Tenants, Declarants

STATE OF NEBRASKA)
) ss.
COUNTY OF Washington)

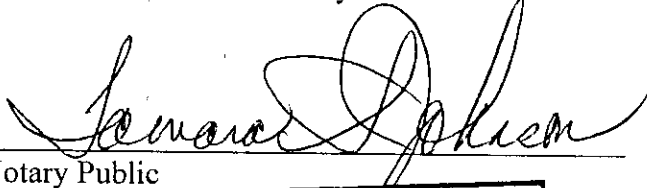
On this 22 day of Feb, 1999, personally appeared John Isakson, Special Trustee of the Eileen A. Breithaupt Charitable Remainder Trust, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution of the same to be his voluntary act and deed for and on behalf of said Trust.



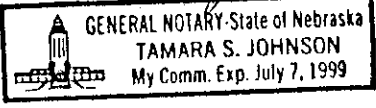
George M Hall
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Washington)

On this 2nd day of February, 1999, personally appeared Eileen A. Breithaupt, a single person, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution of the same to be her voluntary act and deed.

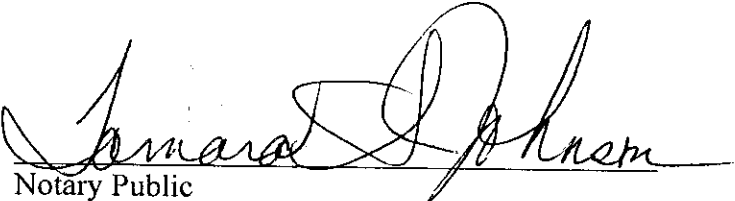


Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF Washington)

On this 2nd day of February, 1999, personally appeared Kenneth J. Breithaupt and Mara A. Breithaupt, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed.



Notary Public

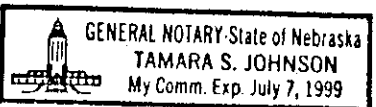


EXHIBIT A

 LAND SURVEYOR'S CERTIFICATE

LEGAL DESCRIPTION:

Part of Tax Lot 28, lying in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 18 North, Range 11 East of the 6th Principal Meridian, Washington County, Nebraska and more particularly described as follows:

From the S $\frac{1}{4}$ corner of Section 24, Township 18 North, Range 11 East; thence N 00°04'42" E (assumed bearing) along the west line of the SE $\frac{1}{4}$ of said Section 24 a distance of 1451.60 feet to the Point of Beginning; thence continuing N 00°04'42" E along said west line a distance of 1183.85 feet to the center of said Section 24; thence N 90°00'00" E along the north line of said SE $\frac{1}{4}$ a distance of 220.11 feet to a point on the centerline of County Road P-35, said point also being the northwest corner of Tax Lot 35 in said Section 24 as said tax lot was surveyed by Richard L. Hansen, LS-382, and dated April 18, 1997; thence along the westerly line of said surveyed Tax Lot 35 as follows: S 16°44'04" E a distance of 135.46 feet to a point on a 600.00 foot radius curve to the left; thence along said 600.00 foot radius curve an arc distance of 294.83 feet, said curve having a chord bearing of S 30°54'14" E and a chord distance of 291.87 feet; thence S 44°58'43" E a distance of 98.94 feet; thence S 49°04'03" E a distance of 120.34 feet; thence departing from said southerly surveyed tax line S 29°34'51" W a distance of 752.53 feet; thence S 89°52'50" W a distance of 200.00 feet to the Point of Beginning; and containing 10.01 Acres, more or less.

LEGAL DESCRIPTION:

Part of Tax Lot 28, lying in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 18 North, Range 11 East of the 6th Principal Meridian, Washington County, Nebraska and more particularly described as follows:

From the S $\frac{1}{4}$ corner of Section 24, Township 18 North, Range 11 East; thence N 00°04'42" E (assumed bearing) along the west line of the SE $\frac{1}{4}$ of said Section 24 a distance of 1451.60 feet; thence N 89°52'50" E a distance of 200.00 feet to the Point of Beginning; thence N 29°34'51" E a distance of 752.53 feet to a point in the centerline of County Road P-35, said point also lying on the south line of Tax Lot 35 in said Section 24 as said Tax Lot was surveyed by Richard L. Hansen, LS-382, and dated April 18, 1997; thence easterly along said county road centerline, southerly surveyed tax lot line as follows: S 49°04'03" E a distance of 85.10 feet; thence S 53°50'51" E a distance of 35.84 feet to a Point of Curvature; thence along a 660.00 foot radius curve to the left an arc distance of 408.16 feet; thence S 89°54'13" E a distance of 70.28 feet; thence N 78°45'52" E a distance of 76.84 feet; thence N 77°59'53" E a distance of 10.62 feet; thence departing from said county road centerline, southerly surveyed tax lot line, S 00°03'41" W a distance of 465.49 feet; thence S 89°52'50" W a distance of 1001.32 feet to the Point of Beginning; and containing 10.01 Acres, more or less.

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LEGAL DESCRIPTION:

Part of Tax Lot 28, lying in the W $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 18 North, Range 11 East of the 6th Principal Meridian, Washington County, Nebraska and more particularly described as follows:

Beginning at the S $\frac{1}{4}$ corner of Section 24, Township 18 North, Range 11 East; thence N 00°04'42" E (assumed bearing) along the west line of the SE $\frac{1}{4}$ of said Section 24 a distance of 1451.60 feet; thence N 89°52'50" E a distance of 1201.32 feet; thence S 00°03'41" W a distance of 1451.60 feet to a point on the south line of said SE $\frac{1}{4}$; thence S 89°52'50" W a distance of 1201.75 to the Point of Beginning; and containing 40.04 Acres, more or less.