

FILED

20038553

STATE OF NEBRASKA COUNTY OF WASHINGTON
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 27th DAY OF October A.D. 2003
AT 2:14 O'CLOCK P.M. AND RECORDED IN BOOK
423 AT PAGE 25-30

03 OCT 27 PM 2:14

CovenantLorenzenfarms093003b

Recorded
General
Numerical
Photostat
Proton

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madsen

COVENANTS

THIS Declaration is made as of the 30th day of September, 2003, by Lorenzen Farms, Inc., a Nebraska corporation, by Philip A. Lorenzen, its duly elected and acting President and John E. Lorenzen, its duly elected and acting Secretary, hereinafter called the "Declarants",
WITNESSETH:

WHEREAS, Lorenzen Farms, Inc. is the owner of certain real property consisting of the Southwest 1/4 of the Southwest 1/4, Section 5, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska, containing 40 acres (more or less) and more particularly described as follows, hereinafter called "Tract":

See attached plat and description as "Exhibit "A"

WHEREAS, Declarants intend to develop the Tract described hereinabove for residential purposes and to sell individual lots therein to third party purchasers for the construction of single family dwellings, and

WHEREAS, Declarants desire hereby to impose upon said Tract 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 the same until December 31, 2018.

NOW, THEREFORE, in consideration of the promises, Declarants, for and on behalf of Lorenzen Farms, Inc., its successors, assignees, and all future grantees and successors in title, do hereby impose, create and place upon the Tract described hereinabove the reservations, conditions, covenants, and restrictions (all of which are hereby termed "restrictions") contained hereinbelow. Declarants further declare that said Tract is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used and occupied subject to the provisions of this Declaration, all of which is declared to be in furtherance of a plan for the development, improvement and sale of lots, parcels and tracts 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 individual tracts 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 said Tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other owners of lots, parcels or tracts within said Tract and this shall be so even if said restrictions are omitted from any deed or instrument of conveyance of said lands, or any part thereof.

The term of these covenants shall be for a period, which shall expire December 31, 2018. These covenants shall automatically renew for an additional fifteen (15) year period unless a majority of the tract owners terminate said covenants at the end of the primary term by written termination.

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

A. Said Tract shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned Declarants for public, church, or educational uses. All accessory buildings shall be of wood, decorative masonry, or metal construction (excluding Quonset (or "quonset" type) huts and non-factory designed and built metal buildings which are prohibited on the Tract), shall be set back a minimum of ten (10) feet from the front of the residence, and shall conform to good architectural design, and be harmonious and compatible with neighboring properties.

B. No structure shall be erected, altered, placed or permitted to remain on the above-described Tract hereinafter defined other than one detached single family dwelling not to exceed thirty-five (35) feet height, with a garage for not less than two (2) cars, or any accessory building as described in Section A herein. Upon the commencement of construction of any residence or building, the residence or building must be completed within twelve (12) months thereafter.

C. No noxious or offensive trade or activity shall be conducted or engaged in upon said Tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of 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 Tract. The above restriction as to signs does not apply to signs erected by the undersigned and their agents in the development and sale of the adjoining property. All weeds shall be kept cut down to a maximum height of eight inches (8") above ground level. Noxious weeds shall not be allowed to go to seed. Cropland conservation practices must comply with the United States Department of Agriculture Farm Service Agency standards and United States Department of Agriculture Soil Conservation Service standards. No downspouts, storm or surface drains shall be connected to sanitary sewers. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each tract, and in no event will the undersigned or their agents and associated entities be or become liable for such work of maintenance for any claims arising from such excavations.

D. No trailer, trailer house, mobile home, tent, shack, barn or temporary structure, or outbuilding of an unsightly nature, shall be placed or erected on said Tract. Dwellings constructed in another addition or location and previously occupied shall not be moved onto this real estate. 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 lot until construction has started on the main residential structure.

E. No fences shall be constructed in front of the residential structure except decorative fences not to exceed forty-two inches (42") in height and constructed of brick, stone, metal, PVC or wood. Side and rear yard fences shall be painted and/or maintained in such a manner so as not to be unsightly to the neighboring properties.

F. The minimum dwelling size on the Property shall be as follows:

1. For a ranch style (one level) or split entry home, the ground floor (or Main) level shall contain not less than 1,350 square feet of finished living area.
2. For a split-level, tri-level, or multi-level home, the top three (3) levels shall contain a total of not less than 1,800 square feet of finished area.
3. For a one and one-half (1 1/2) story or two (2) story home, the ground floor (first floor) shall contain not less than 1,000 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 1,600 square feet.

The computation of living area shall be exclusive of porches, breezeways, and garages. The maximum height for any building shall be two (2) stories above grade. The exposed foundation walls must be painted if not brick or stone veneer. Home exteriors may be painted or colored only in white or in earth tone colors. Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence or year-around vegetation.

G. Grading of any building site in preparation for construction of a dwelling or other building on said Tract shall be kept to a minimum and the natural contours of the land shall be preserved where feasible. No material other than earth, sand, rock, or gravel shall be used as fill on any lot. The existing terraces must be maintained and any existing terrace or terraces may not be altered without the permission of the property owners below or "downstream" from such terrace or terraces.

H. No building or residence shall be located on the Tract nearer than one hundred (100) feet from the front property line or one hundred (100) feet from the closest edge of the roadways, whichever is farthest. No residence or building shall be located nearer than one hundred (100) feet to a side or rear property line.

I. Recreation-type vehicles, trailers, campers, boats, trucks, tractors, equipment, or machinery must be parked or stored in a building or in a manner as not to be visible from neighboring properties.

J. Any and all animals or livestock maintained on the Tract shall be kept in accordance with requirements of Nebraska law and ordinances of Washington County, Nebraska. All structures used for the housing or maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean, and orderly manner by the owner of the Tract. The maintenance of swine of any type shall not be permitted on the Tract. Horses, birds, poultry, cats, or dogs may be kept, provided that they are not raised, bred, or maintained for any commercial purpose, provided, however, that this Section J is further controlled and may be further limited by Washington County, the State of Nebraska, or other regulatory authority.

K. A perpetual license and easement is hereby reserved in favor of and granted to Blair Telephone Company, Papio-Missouri River Natural Resources District, Omaha Public Power District, and Aquila gas company their successors and assigns to erect and operate, maintain, repair and renew underground utilities, and their accessories and other instrumentalities for the supply of electric power, gas, water, telephone and cable television under and upon a sixteen foot (16') strip of land adjoining the perimeter boundary lines that divide the Tract from other property, and an (8') strip of land adjoining the side boundary lines of each of said lots in said Tract; said license being granted for the use and benefit of all present and future owners of lots in said Tract. All electric power, telephone, and other utility service lines shall be placed underground.

L. If any person, firm or corporation shall violate or attempt to violate any provision hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damage occasioned thereby.

By accepting a deed to any of said Tract and/or signing this agreement, a grantee or signer shall bind himself, his heirs, personal representatives, administrators, successors, assigns and grantees to observe and perform all restrictions as fully described in this Declaration.



[Handwritten Signature]
LORENZEN FARMS, INC.
A Nebraska Corporation

Philip A. Lorenzen, President

[Handwritten Signature]
John E. Lorenzen, Secretary

STATE OF NEBRASKA

Douglas
COUNTY OF ~~WASHINGTON~~)

On this 30th day of September, 2003, personally appeared Philip A. Lorenzen, known to me to be the duly elected, qualified and acting President of Lorenzen Farms, Inc., he being the identical person who signed the foregoing instrument and acknowledged the execution of the same to be his voluntary act and deed.

[SEAL]



Karen L. Harn
Notary Public

STATE OF NEBRASKA)

Douglas
COUNTY OF ~~WASHINGTON~~)

On this 30th day of September, 2003, personally appeared John E. Lorenzen, known to me to be the duly elected, qualified and acting Secretary of Lorenzen Farms, Inc., being the identical person who signed the foregoing instrument and acknowledged the execution of the same to be his voluntary act and deed.

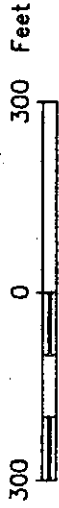
[SEAL]



Karen L. Harn
Notary Public

EXHIBIT "A"

SUBJECT PROPERTY



LEGEND

1 INCH = 300 FEET

