

RELEASE OF COVENANTS

WHEREAS, on December 12, 1978, LeRoy Larsen and Donna L. Larsen, being the owners of Lots One (1) through Twenty-Five (25), inclusive, in Cottonwood Estates Subdivision in Washington County, Nebraska, entered into covenants regulating and restricting the development of said real estate which said covenants were filed with the Washington County Clerk, ex-officio register of deeds in Record Book 121, Pages 148-151, and,

WHEREAS, said real estate described hereinabove was thereafter deeded to LARRY LARSEN ENTERPRISES, INC., a Nebraska Corporation, so that said corporation is now the owner of all of said real estate, and,

WHEREAS, because of their nature, Lots One (1) through Twenty-Five (25), inclusive, in Cottonwood Estates Subdivision in Washington County, Nebraska, cannot feasibly be developed under the conditions and restrictions of said covenants.

NOW THEREFORE, LARRY LARSEN ENTERPRISES, INC., a Nebraska Corporation, being the owner of Lots One (1) through Twenty-Five (25), inclusive, in Cottonwood Estates Subdivision, Washington County, Nebraska, herewith releases and severs Lots One (1) through Twenty-Five (25), inclusive, in Cottonwood Estates Subdivision in Washington County, Nebraska, from all of the terms and conditions of the covenants referred to hereinabove the same as if said covenants had never applied to said lots.

Dated this 21st day of September, 1979.

LARRY LARSEN ENTERPRISES, INC.,  
A Nebraska Corporation,

By Larry L. Larsen, President  
LARRY L. LARSEN, PRESIDENT

ATTEST:

L. Roy Larsen  
LEROY LARSEN, SECRETARY

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 4544  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 24<sup>th</sup> DAY OF Sept A. D. 1979  
AT 2:31 O'CLOCK P.M. AND RECORDED IN  
BOOK 124 AT P. 684-685  
COUNTY CLERK Charlatta Peterson  
DEPUTY Larsen Madson

Recorded ✓  
General ✓  
Numerical \_\_\_\_\_  
Photostat \_\_\_\_\_

OFFICES OF  
O'HANLON & O'HANLON  
LAWYERS  
BLAIR, NEBRASKA

1979 SEP 24 PM 2:31  
FILED  
CHARLATT A. PETERSON  
WASHINGTON COUNTY CLERK  
WASH. SEER.

0094

STATE OF NEBRASKA )  
 ) :ss:  
WASHINGTON COUNTY )

On this 21st day of September, 1979, before me, the undersigned, a Notary Public in and for said County, personally came Larry L. Larsen, President of LARRY LARSEN ENTERPRISES, INC., a Nebraska Corporation, to me personally known to be the President and identical person whose name is affixed to the above Release of Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Blair, Nebraska, in said County, the day and year last above written.



*Sharon L. Miller*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

COVENANTS

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1994;

Lots One (1) through Twenty-five (25) in Cottonwood Estates Subdivision, being in Tax Lot Thirty-one (31), Section Twenty-nine (29), Township Nineteen (19) North, Range Twelve (12), East of the 6th Principal Meridian, a subdivision in Washington County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

A. Said lots shall be used only for single family residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated to the undersigned for public church, educational or charitable uses.

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 2646  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 12th DAY OF December 1978  
AT 11:45 O'CLOCK P.M. IN THE COUNTY CLERK'S OFFICE  
BEFORE ME AT WASH DC  
COUNTY CLERK Charlotte Peterson  
DEPUTY Karen Madsen

197-DEC 12 11:45

B. There shall be no single-width trailers allowed on individual lots. Double wide trailers placed on a permanent foundation with a minimum of 1,200 square feet shall be allowed provided they can satisfy all state, county and city building codes. Any other residential structure shall have a minimum of 800 square feet of living area excluding garage above ground level. In addition, there is allowed one (1) detached garage or other outbuilding per lot for storage or garage purposes subject to the prior written approval of the undersigned; and provided that such garage or outbuilding will not be closer to the roadway than any residential structure adjacent thereto.

C. No lot, as originally platted, shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two (2) or more platted lots may be combined into one (1) building plot if the plot is at least as wide and as large an area as the largest of said lots as originally platted.

D. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No posters or advertising signs of any kind, except residential "for sale" signs shall be erected on any building plot. No outside above ground trash or garbage piles, burners, receptacles, or incinerators shall be erected, placed or permitted on any building lot. All lots shall be kept free of all types of trash and debris.

E. No unlicensed boats or unlicensed vehicles shall be parked on any lots in excess of forty-eight (48) hours unless they are enclosed in a garage or storage building.

F. There shall not be any livestock, including but not

limited to hooved animals or fowl, on any residential lot.

G. Any owner of any lot shall install his own water well and sanitary septic system and all water wells and sanitary septic systems shall satisfy all federal, state, county and city requirements.

H. The undersigned agrees that he shall maintain all roads within the area, as required, for a period of three (3) years or until fifty percent (50%) or more of the lots have been sold, whichever occurs sooner. After the three-year-period or fifty percent (50%) of the lots have been sold, as the case may be, there shall be formed an association of lot owners with a governing body known as a board of trustees consisting of three (3) trustees, all of whom must be lot owners within the above-described area. These trustees shall be elected at an annual meeting held July 3rd of each year at ten o'clock a.m. or at such other time and date as the existing board of trustees shall designate. The board of trustees shall be elected by the several land owners on a one-vote per lot basis, and their term of office shall be one (1) year. Duties of the board of trustees shall be to maintain roads in the area and the enforcement of the covenants as herein stated. The maintenance of the roads shall be as required and the costs thereof assessed to each lot owner on a per-lot basis, and the assessments shall be due and payable within thirty (30) days of the date assessments are made. Notice of any meeting shall be delivered to each lot owner no more than thirty (30) nor less than ten (10) days prior to the scheduled meeting and said notice shall be mailed by the Secretary of the Board of Trustees and the cost of such mailing and preparation of notices are to be made part of the assessments. The duration of this lot owner association shall be perpetual.

151

IN WITNESS WHEREOF, the undersigned, being the owners of all of said real estate, having caused these presents to be duly executed on this 12 day of December, 1978.

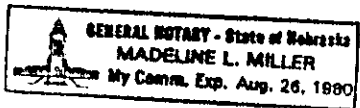
LeRoy Larsen  
LEROY LARSEN

Donna L. Larsen  
DONNA L. LARSEN

STATE OF NEBRASKA )  
  : ss.  
WASHINGTON COUNTY )

On this 12 day of December, 1978, before me, the undersigned Notary Public, duly commissioned and qualified for and in said County, personally came LeRoy Larsen and Donna L. Larsen, to me personally known to be the identical persons whose names are affixed to the foregoing Covenants and they acknowledged their execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.



Madeline L. Miller  
Notary Public