

33

RESTRICTIVE COVENANTS

Mid Plains Development Corp., a Nebraska corporation, being the owner of Looking Glass Hills Addition, an addition in Washington County, Nebraska, which is a subdivision of that part of the East Half of the Northeast Quarter of Section 30, Township 17 North, Range 12, East of the 6th P. M. in Washington County, Nebraska, which lies north of Highway No. 133, being 78.5 acres of land, in order to protect the present and future property values of said addition, to prevent nuisances and impairment of values therein and to secure maximum benefit and enjoyment of property for future owners of property in said addition, does hereby declare that all lots contained in said addition will and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

1. No lots shall be used except for residential purposes in said addition, except in Blocks 14 and 19 if and when rezoned by the County Board of Supervisors of Washington County, Nebraska.

2. Structures on each lot are limited to a single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two pleasure cars may be placed on each lot.

(a) No dwelling shall be constructed on any lot nor shall any dwelling be maintained thereon with less than 1250 square feet of floor space on the ground floor exclusive of open porches and garages. No dwelling shall be constructed or maintained with less than fifteen per cent (15%) of said structure constructed of brick, stone, masonry or other masonry materials. All buildings shall be new construction.

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

(b) Height of all structures located on any property within the addition shall be restricted to the heights as set forth in the Washington County Zoning Regulations adopted November 26, 1962, governing R-3 (Residence) districts.

3. The dwelling house as distinguished from outhouses and servants' quarters, shall face the street upon which the lot fronts and no part thereof shall be nearer than twenty-five feet from the front lot line, fifteen feet from the rear lot line, nor five feet from the side lot line. All other structures shall be in the rear of the dwelling house and shall be sightly, of neat construction and of a character to enhance the value of the property.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or similar structure shall be permitted on any lot at any time as a residence, either temporarily or permanently.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6. No fence or other obstruction exceeding two feet in height shall be erected in front of the building set-back lines.

7. No nuisance or noxious, offensive, odorous, or unusually noisy or annoying activity shall be carried on upon said premises.

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

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of the addition, and all utilities on Block One shall be underground.

9. All buildings in the platted area shall conform to existing zoning and subdivision regulations as applied by local authorities wherever the same are more restricted than the requirements set forth by these covenants.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. No fence, wall, hedge, or shrub planting which obstructs sight-lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply to the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

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

13. No building shall be erected, placed, or altered on any building lot in said addition until the building plans, specifications and plot plan showing the locations of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of F. E. Wandell, 5926 North 90th, Omaha, Nebraska, D. J. Roberts, 5926 North 90th, Omaha, Nebraska, and W. H. Hogan, 5926 North 90th, Omaha, Nebraska.

In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to designate a successor. In the event said committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, the requirements of this numbered paragraph shall be deemed waived if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this paragraph. A majority of the committee may designate a representative to act for it. At any time, the then record owners of a majority of the lots shall have the right to remove, by majority vote, any member of such committee or to withdraw from the committee or restore to it any of its powers and duties. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and such proceedings may be brought by any owner of real estate in said addition.

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

14. These Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these Covenants are recorded, at which time said Covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said Covenants in whole or in part, provided however, that these Restrictive Covenants may be changed at any time in any manner whatsoever by a majority of the then owners of all the lots in said addition.

15. The undersigned reserves the right to enter any part of said premises for the purpose of constructing, repairing or maintaining pipe lines, electric lines, or any other utility now on, or at any time hereafter placed upon said premises; provided however, the said Mid Plains Development Corporation shall leave said premises in as good condition as before such entry.

16. If any portion of these Restrictive Covenants is held invalid by a Court having jurisdiction, such order shall not affect any of the other provisions hereof and same shall remain in full force and effect.

Signed this 22nd day of June, 1964.

MID PLAINS DEVELOPMENT CORP.,
a corporation,

By *John E. Waite*
President.

Joseph J. Roberts
Secretary.

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

STATE OF NEBRASKA)
WASHINGTON COUNTY) :ss:

On this 22nd day of June, 1964, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county, personally came Finis E. Wandell, President of Mid Plains Development Corp., a corporation, to me known to be the President of said corporation and the identical person whose signature is affixed to the foregoing instrument, and he 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 the day and year last aforesaid.

Clay Atkinson
General Notary Public.



My commission expires May 29, 1970.

State of Nebraska
County of Washington ss. 903

Entered in Memorial Index and filed for record

this 29 June
A. D. 1964 4:00 P. M.
and recorded in book 10 at page 33-38

Lucille K. Pollock
County Clerk

Deputy

Recorded
Serialized
Numerical
Photostat

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

Originals

LOOKING GLASS HILLS ADDITION

AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, certain Restrictive Covenants were entered into on or about June 22, 1964 regarding all lots in Looking Glass Hills Addition, an addition in Washington County, Nebraska, which is a subdivision of that part of the East Half of the Northeast Quarter (E/2 NE1/4) of Section Thirty (30), Township Seventeen (17) North, Range Twelve (12), East of the 6th P.M. in Washington County, Nebraska, which lies north of Highway 133, being 78.5 acres of land.

WHEREAS, pursuant to Paragraph 14 of said Restrictive Covenants, the Covenants may be changed at any time in any manner whatsoever by a majority of the then owners of all the lots in Looking Glass Hills Addition (hereinafter referred to as "Addition").

The following parties, representing a majority of the current owners of all of the lots in said Addition, do hereby declare that all lots contained in said Addition will and shall henceforth be owned, held, used and conveyed, subject to the following conditions, restrictions and covenants:

- 1. That all of the terms, provisions, conditions, restrictions and covenants contained in the June 22, 1964 Restrictive Covenants be and hereby are ratified and affirmed.
- 2. That in addition to the Restrictive Covenants referred to hereinabove, all lots contained in said Addition will and shall henceforth be owned, held, used and conveyed subject to the following additional conditions, restrictions and covenants, to-wit:

(a) No manufactured homes shall be allowed to be placed on any lots in Looking Glass Hills Addition. For purposes of this section, "manufactured homes" shall mean:

- (i) A factory-built structure which is to be used as a place for human habitation, which is not constructed or equipped with permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles and which bears a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards, 24 C.F.R. 3280, et seq., promulgated by the United States Department of Housing and Urban Development, or,
- (ii) Any factory-built structure constructed on a non-removable chassis, or

FILED
58 APR -1 PM 3:47
CHARLOTTE PETERSON
WASHINGTON COUNTY CLERK

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 1449
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 01 DAY OF April A.D. 19 98
AT 3:47 O'CLOCK P.M. AND RECORDED IN BOOK
280 AT PAGE 154-163
COUNTY CLERK Charlotte S. Peterson
Harem Madsen

- (iii) Any factory-built structure that does not meet the inspections required by the Uniform Building Code (UBC) or its equivalent, normally shown by the application of a State or inspection agency label of approval.

- (b) No mobile homes shall be allowed to be placed on any lots in Looking Glass Hills Addition. For purposes of this section, "mobile home" shall mean: a year-round, transportable structure which is a single family dwelling unit suitable for permanent residence (more than 30 days living quarters), more than 8' wide and 40' in length, designed and built to be towed on its own chassis and designed to be used as a single family dwelling with or without a permanent foundation when connected to the required utilities.

These Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period commensurate with the terms and provisions of the Restrictive Covenants dated June 22, 1964, and all renewals thereof.

STATE OF NEBRASKA)
) :ss:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by _____.

 Notary Public

STATE OF NEBRASKA)
) :ss:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by _____.

 Notary Public

Lot 5, Block 19, Looking Glass Hills 156

Daniel A. McCarthy

Kristina E. McCarthy

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 16 day of November, 1997, by DANIEL A. & KRISTINA E. MCCARTHY, husband & wife

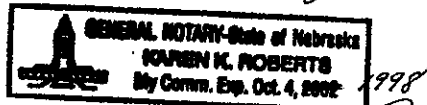
Karen K. Roberts
Notary Public

Lot 7 revised, Block 18, Looking Glass Hills

Robert J. Bruning

Sharon S. Bruning

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 16 day of November, 1997, by ROBERT J. & SHARON S. BRUNING, husband & wife

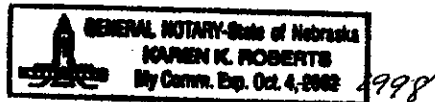
Karen K. Roberts
Notary Public

Lots 1, 2, 3, 14th & 15, Block 17, Looking Glass Hills

Joseph R. DiMari

Joanne C. DiMari

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 16 day of November, 1997, by JOSEPH R. & JOANNE C. DIMARI, husband & wife

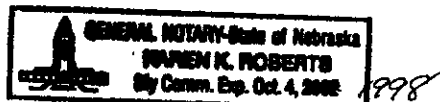
Karen K. Roberts
Notary Public

Lot 3 revised, Block 10, Looking Glass Hills

John C. Orchard

Linda M. Orchard

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 16 day of November, 1997, by JOHN C. & LINDA M. ORCHARD, husband & wife

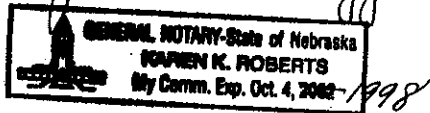
Karen K. Roberts
Notary Public

Lots 1, 2, 15 and 16, Block 18, Looking Glass Hills

Michael G. Burggraf

Sean A. Burggraf

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



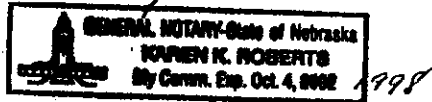
The foregoing instrument was acknowledged before me this 16 day of November 1997, by MICHAEL G. & SEAN A. BURGGRAF, husband & wife

Karen K. Roberts
Notary Public

Lot 4 revised, Lots 14 & 15, Block 6, Looking Glass Hills
Ruth A. Franson

Randy V. Franson

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

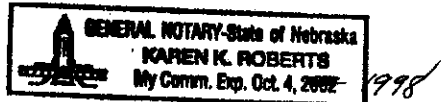


The foregoing instrument was acknowledged before me this 16 day of November 1997, by RANDY V. & Ruth A. FRANSON, husband & wife

Karen K. Roberts
Notary Public

James G. & Judith D. Haidley
Lot 5 revised, Lots 6 & 11 Blk. 17, Looking Glass Hills
James G. Haidley Judith D. Haidley

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

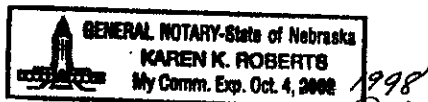


The foregoing instrument was acknowledged before me this 16 day of November 1997, by JAMES G. & JUDITH D. HAIDLEY, husband & wife

Karen K. Roberts
Notary Public

Lot 7, 8, & 9 revised, Blk. 17, Looking Glass Hills
Harlan R. Sedivy Linda L. Sedivy

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 16 day of November 1997, by HARLAN R. & LINDA L. SEDIVY, husband & wife

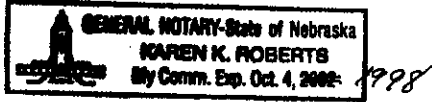
Karen K. Roberts
Notary Public

Lot 4 revised, Block 17, Looking Glass Hills

Scott A. Shaeffer

Nancy M. Shaeffer

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 16th day of NOVEMBER 1997, by SCOTT A. & NANCY M. SHAEFFER, husband & wife

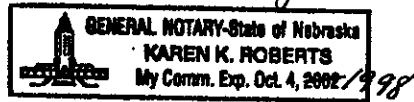
Karen K. Roberts
Notary Public

Lot 1 revised, Lots 3, 4, & 13 Blk 9, Looking Glass Hills

Carol A. Kyrat

Thomas J. Kyrat

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 16th day of NOVEMBER 1997, by Thomas J. & Carol A. Kyrat, husband & wife

Karen K. Roberts
Notary Public

Lot 1 revised, Blk. 13, Looking Glass Hills

Joseph J. Urbanski

Jane E. Urbanski

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 16 day of November 1997, by JOSEPH J. & JANE E. URBANSKI, husband & wife

Karen K. Roberts
Notary Public

Lot 1, Blk. 1, Lot 11, Blk. 7 Lot 2 Revised Blk. 7 Lot 1, Blk 2, Lots 1, 2, 3, 5, 13, 14, 15 & 16 Blk. 8 Lot 8, Blk. 19 Looking Glass Hills sold SWENKIR

Even, Inc. a Nebraska corporation

Karen K. Roberts
president

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



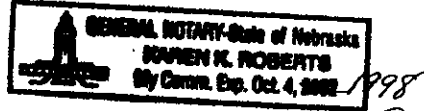
The foregoing instrument was acknowledged before me this 16th day of November, 1997, by Karen K. Roberts

Jane E. Urbanski
Notary Public

Lot 4 Revised and Lot 5, Block 10, Looking Glass Hills

David P. Small Catherine E. Oswald

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



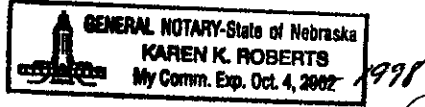
The foregoing instrument was acknowledged before me this 16 day of November 1997, by DAVID P. and CATHERINE E. OSWALD, husband & wife

Karen K. Roberts
Notary Public

Lots 2, 3, 4, 5, 13, 14, 15 Blk. 12 and Lots 5, 6, 11 and 12, Blk 16
Looking Glass Hills

Allen D. Riggs Robin A. Riggs

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



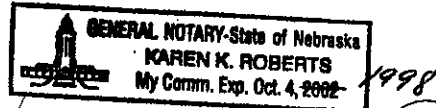
The foregoing instrument was acknowledged before me this 17 day of November 1997, by ALLEN D. & ROBIN A. RIGGS, husband & wife

Karen K. Roberts
Notary Public

Lot 3, Block 19, Looking Glass Hills

Ronald D. Drey Crystal L. Drey

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



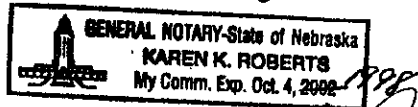
The foregoing instrument was acknowledged before me this 17 day of November 1997, by RONALD D. & CRYSTAL L. DREY, husband & wife

Karen K. Roberts
Notary Public

Lot 1, Block 10, Looking Glass Hills
Lot 7 Revised, Blk. 7, Looking Glass Hills

Shawn M. Vaughan Janet L. Vaughan

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 17 day of November 1997, by SHAWN M. & JANET L. VAUGHAN, husband & wife

Karen K. Roberts
Notary Public

160

Lot 13, Block 16, Looking Glass Hills

Econ, Inc. a Nebraska Corporation Karen K. Roberts
President

STATE OF NEBRASKA)
) :SS:
COUNTY OF Washington)



The foregoing instrument was acknowledged before me this 16th day of November, 1997, by Karen K. Roberts

Jane I. Urbanski
Notary Public

~~Lot 2, Block 14, Looking Glass Hills~~
~~Econ, Inc. a Nebraska Corporation~~

STATE OF NEBRASKA)
) :SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by _____

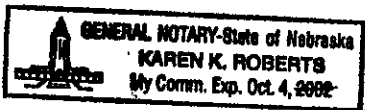
Notary Public

Lot 2 revised, Block 14, Looking Glass Hills

Leroy Sinclair Katherine S. Sinclair

STATE OF NEBRASKA)
) :SS:
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 23rd day of February, 1998, by LEROY & KATHERINE SINCLAIR, husband & wife

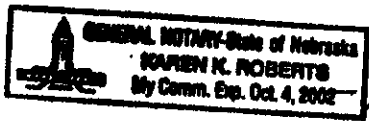


Karen Roberts
Notary Public

~~Lot 6, 7, 8, Blk 4~~
~~Lot 9 & 10, Blk 5~~
~~Lot 11, Blk 6~~
Looking Glass Hills

STATE OF NEBRASKA)
) :SS:
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 29th day of March, 1998, by GREGORY A. STUDANSKI



Karen K. Roberts
Notary Public

- (iii) Any factory-built structure that does not meet the inspections required by the Uniform Building Code (UBC) or its equivalent, normally shown by the application of a State or inspection agency label of approval.
- (b) No mobile homes shall be allowed to be placed on any lots in Looking Glass Hills Addition. For purposes of this section, "mobile home" shall mean: a year-round, transportable structure which is a single family dwelling unit suitable for permanent residence (more than 30 days living quarters), more than 8' wide and 40' in length, designed and built to be towed on its own chassis and designed to be used as a single family dwelling with or without a permanent foundation when connected to the required utilities.

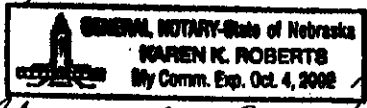
These Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period commensurate with the terms and provisions of the Restrictive Covenants dated June 22, 1964, and all renewals thereof.

Looking Glass Hills { Block 8, Lots 6, 7, 8, 9, 10, 11 / Block 19, Lot 1.
Block 9, Lot 6 revised / Block 15, Lot 3 revised

[Signature] _____ *[Signature]* _____

STATE OF NEBRASKA)
COUNTY OF Washington) :ss:

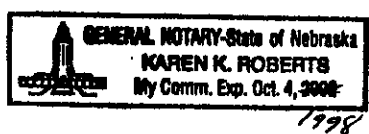
The foregoing instrument was acknowledged before me this 12th day of January, 1998, by SOHN & JANICE BIERANDOWSKI, husband & wife



Lot 209 Sherwood Acres (located in Looking Glass Hills)
[Signature] _____ *[Signature]* _____
Notary Public

STATE OF NEBRASKA)
COUNTY OF Washington) :ss:

The foregoing instrument was acknowledged before me this 12th day of January, 1998, by SOHN & JANICE BIERANDOWSKI, husband & wife



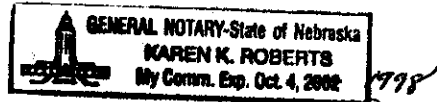
[Signature] _____
Notary Public

Lots 3, 4, 5 revised, 11, Block 18, Looking Glass Hills

Thomas D. Parks

Debra K Parks

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 17th day of November 1997, by Thomas D. & Debra K. Parks, husband & wife

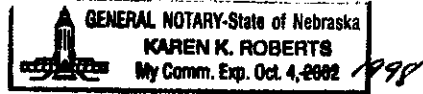
Karen K. Roberts
Notary Public

Lot 5 revised, Lots 7, 9, 10, Blk. 11, Looking Glass Hills

John P. Brindamour

Victoria L. Brindamour

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 19th day of November 1997, by JOHN P. & VICTORIA L. BRINDAMOUR, husband & wife

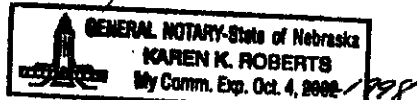
Karen K. Roberts
Notary Public

Lots 8, 9, 10, 11, Block 10, Looking Glass Hills

Peter G. Maxwell

Terry L. Maxwell

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 19th day of November 1997, by PETER G. & TERRY L. MAXWELL, husband & wife

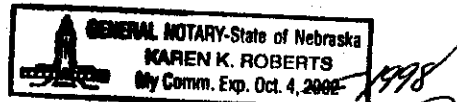
Karen K. Roberts
Notary Public

Lot 7, 8, 9, 10 Blk 16 Looking Glass Hills

Mike Gerren

Marlene Gerren

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



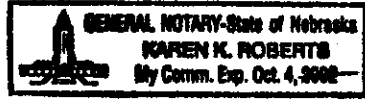
The foregoing instrument was acknowledged before me this 22 day of November 1997, by MICHAEL J. & MARLENE J. GERREN, husband & wife

Karen K. Roberts
Notary Public

Lot 2, Blk 2 / Lot 2, 15th & 16 Blk 7, Looking Glass Hills

Keith E Lanning Michelle Lanning

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



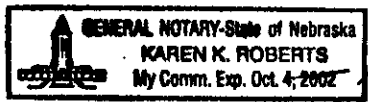
The foregoing instrument was acknowledged before me this 23rd day of November 1997, by KEITH E. & MICHELLE S. LANNING, Husband & wife

Karen K. Roberts
Notary Public

Looking Glass Hills

Lot 8, Blk 13th & 1/2 of vacated Queens Terrace
Lot 1, Blk 14th & 1/2 of vacated Queens Terrace
Gerald M. Weinert

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:



The foregoing instrument was acknowledged before me this 24th day of November 1997, by GERALD M. WEINERT

Karen K. Roberts
Notary Public

~~Lot 7th & 8, Blk 12, Looking Glass Hills~~

~~Mich A Fagen~~

~~N/A sold~~

~~STATE OF NEBRASKA)
COUNTY OF Washington) :SS:~~

~~The foregoing instrument was acknowledged before me this 24th day of November 1997, by MICHAEL P & JUDITH A FAGEN, Husband & wife~~

~~Karen K. Roberts
Notary Public~~

Lot 4 revised, 12, 14, 15, Blk 5 Looking Glass Hills

Scott Shearman

Stacia J. Shearman

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

The foregoing instrument was acknowledged before me this 31 day of March 1998, by GERALD S. & STACIA S. SHEARMAN

Karen K. Roberts
Notary Public

