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02 MAY -3 AM 10:17

20022808
 STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 3 DAY OF May A.D. 2002
 AT 10:17 O'CLOCK A.M AND RECORDED IN BOOK
364 AT PAGE 426-430
 COUNTY CLERK Charlotte L. Petersen
 DEPUTY Gregory Truhler

DECLARATION

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

OF

COVENANTS, CONDITION AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MCGOWAN PROPERTIES, INC., a Nebraska Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Washington County, Nebraska, more particularly described as:

Tract 1, 2, 3, 4, and 5 located on Old Oak Lane in Washington County, Nebraska

SE1/4, NE 1/4 and Tax Lot 15 (7-17-12) Washington County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that all of the tracts described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the tracts or any part thereof, their heirs, grantees, transferees, successors and assigns, to-wit:

1. Any and all tracts shall be known and designated as residential building tracts. No structures shall be erected, altered, placed or permitted to remain on any residential building tract other than one detached single-family dwelling not to exceed two and one-half stories in height and other out-buildings incidental to residential use of the tract. Underground dwellings and one-story dwellings will contain not less than 1500 square feet of living area excluding garage and basement. Multi-story and split level dwellings shall contain not less than 1800 square feet of living area excluding garage and basement. No flat or mansard roof shall be permitted on any dwelling. Each structure must be completed within one year from the date that the building permit for it is issued. No mobile homes, modular homes, or pre-fabricated homes shall be permitted at any time.
2. All accessory buildings such as storage sheds, barns, carports, detached

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garages and other buildings shall be of neat construction and of such character as to enhance the value of the property.

3. No residential building tract shall be re-subdivided.
4. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done therein which may be, or become, an annoyance or nuisance to the other tracts.
5. No structure of temporary character, tent, shack, trailer, motor home, barn or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently, and no structure previously used shall be moved onto any tract.
6. No trash, junk cars, or other refuse may be thrown, dumped or stored on any tract. Each owner of a vacant tract is required to keep said tract in presentable condition and all refuse must be hauled away for disposal. No trash or garbage containers shall be visible from the roads.
7. Septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendations called for as a result of a percolation test. It shall be the responsibility of the owner of the tract to contact the appropriate governing agency to request and receive approval of such system prior to its construction.
8. At or before the time Developer sells fifty percent (50%) of the tracts, Developer will form a property - owner's non-profit corporation (Association) under the laws of the State of Nebraska for the purpose of providing (I) for the maintenance, repair, and improvement of the Streets and Roadways within the development, (II) for the maintenance, repair, and improvement of the Surface Drainage Improvements within the development.

Upon the formation of such Association, the Developer shall transfer, convey, and assign all of its interest in the Streets and Roadways, and Surface Drainage Improvements to such Association.

The Streets and Roadways and Surface Drainage Improvements are presently dedicated to the public and have not been accepted by any governmental subdivision. The Association shall forever have the sole responsibility, and at its cost, to repair and maintain all Streets and Roadways and Surface Drainage Improvements within the development, and to hold the public, the State of Nebraska, or any of its political subdivisions, harmless from the same.

The Association shall purchase and provide liability insurance for the Association and for its members with respect to the Streets and roadways, and Surface Drainage Improvements only; the liability insurance for the Protection of the Owners of any tracts being the responsibility of each Owner.

The Association shall, on an annual basis, project the cost an expense it anticipates will be incurred to perform the duties and obligations of the Association under these covenants and under its Articles of Incorporation and Bylaws. Such projected costs shall be assessed equally against all tracts in the development.

9. In addition to the covenants set forth herein, all above-described tracts shall be subject to all applicable zoning ordinances, rules, and regulations of Washington County, Nebraska, and any other political subdivision, governmental or quasi-governmental entities having jurisdiction over these tracts.
10. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2005, at which time said covenants shall be automatically extended for successive periods of ten years, except that, at any time an instrument, signed by the owners 50% or more tracts agreeing to change said covenants in whole or in part, has been recorded. Notwithstanding anything herein to the contrary, however,
11. If any owner of a tract, their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any other tract to prosecute any violating or attempting to violate any such covenant to either prevent him or them from committing such violation or attempting to commit such violation or to recover damages for such violation.
12. Invalidation of any one of the provisions of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Dated: 05-03 . 2002.

McGOWAN PROPERTIES, INC.,
a Nebraska Corporation,

By John M. McGowan
JOHN M. MCGOWAN, President

STATE OF NEBRASKA)
).SS.

COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on April 21, 2002
2002, by JOHN M. MCGOWAN, President of MCGOWAN PROPERTIES, INC.,
a Nebraska Corporation, with authority and on behalf of the Corporation.



Sharon K. Nelson
Notary Public

STATE OF NEBRASKA)
).SS.

COUNTY OF Douglas)

Robert Skrydlak
Robert Skrydlak

Jannett Skrydlak
Jannett Skrydlak

The foregoing instrument was acknowledged before me on April 21, 2002
2002, by Robert Skrydlak and Jannett Skrydlak.

[Signature]
Notary Public

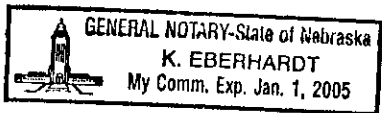
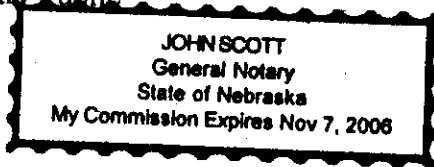
STATE OF NEBRASKA)
).SS.

COUNTY OF _____)

Jeffrey Harrison
Jeffrey Harrison

Aimee Harrison
Aimee Harrison

The foregoing instrument was acknowledged before me on April 27, 2002
2002, by Jeffrey Harrison and Aimee Harrison.



K. Eberhardt
Notary Public

OLD OAK LANE - COVENANTS CONT'D

STATE OF NEBRASKA)

COUNTY OF Washington) SS.

Scott Herber

Sabra Herber

Scott Herber

Sabra Herber

The foregoing instrument was acknowledged before me on April 18, 2002, by Scott Herber and Sabra Herber.



Michelle M. Klabunde
Notary Public