

PROTECTIVE COVENANTS
FOR
RUTH'S ADDITION

91 JUN 27 PM 2:49

CHARLOTTE L. LUTHER
WASHINGTON COUNTY CLERK
PLAIR, NEBR.

1. For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors entitled to the property known as Ruth's Addition and legally described as that part of lot 1, Ruth's Addition, a subdivision of lot 7, Nashville Acres, an Addition in Washington County, Nebraska and more particularly described on exhibit "A" attached hereto and incorporated herein by this reference and lots 2, 3, 4, 5, and 6, Ruth's Addition, a subdivision of lot 7, Nashville Acres, an Addition in Washington County, Nebraska, ("Lots") we do hereby impose the following restrictions, covenants, and reservations which shall be incumbent upon all transferees, grantees and successors entitled or interest and shall run with the land, to-wit:

2. Violation of threatened or attempted violation of any of these covenants by the present or future owners or users of any of said real estate shall give to and vest in any other owner of owners of any part of said real estate the right to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent and restrain such violation or threatened or attempted violation, to recover damages therefor, and to seek and recover such other relief and remedies as law or equity allows.

3. Invalidation of any one or more of these covenants by final order of any court of competent jurisdiction shall not affect the validity and enforceability of the other covenants herein contained.

4. Said Lots shall be used only for single-family residential purposes, and no structures of any kind shall be erected, altered, placed or permitted to remain on any part of the Lots, other than one detached single-family dwelling not less than one story in height together with accessory outbuildings for residential use.

(a) If lots are improved with single-family dwellings, the following minimums shall be required for finished living area exclusive of open porches, breezeways and garages: Not less than 1300 square feet on the ground floor for a one-story house; 1400 square feet minimum throughout the house for a bi-level, tri-level, split-entry, 1-1/2 stories or taller house.

(b) The foregoing square footage requirements shall not apply to any structures which are located on

Recorded _____
General _____
Numerical _____
Folio total _____

326¹

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 1911
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 27th DAY OF June A.D. 1911
AT 2:49 O'CLOCK P.M. AND RECORDED IN BOOK
194 AT PAGE 336-331
COUNTY CLERK Charlotte L. Luther
DEPUTY Clarence Tomlinson, Acting Deputy

the Lots as of the date these protective covenants are of record.

5. No building, fence, wall or other structure shall be commenced, erected, placed or altered on said Lots or any portion thereof nor shall any exterior additions to or change or alteration therein be made unless and until at least two copies of the plans and specification therefor and the plot plan showing the nature, kind, shape, height, materials, location and elevations of structures and finish grades including the driveway access to William Street have been submitted to and received prior written approval of the Declarant or their designee, as to conformity and harmony of exterior design, location and grades in relation to the surrounding structures and topography. One copy of said plans shall be retained by the Declarant. Written approval or disapproval of a submitted design, shall be given within thirty (30) days after submission of plans, specifications and plot plan.

6. No noxious or offensive activities shall be carried upon any part of the Lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners or occupants of the Lots. No trailer, basement, basement house, tent, shack, barn or other outbuildings erected on the Lots shall at any time be used as a residence, temporarily or permanently. No animals, livestock or poultry of any kind shall be raised, brought or kept on the Lots, except that dogs, cats or other household pets are permitted, provided they are not kept, bred or maintained for commercial purposes. All buildings, outbuildings, structures and improvements shall be properly maintained at all times. No noxious weeds shall be permitted and an appropriate eradication program therefor shall be maintained. Grass or cover crops shall be maintained on all land and all weeds, grass and cover crops shall be mowed regularly and weeds shall not be allowed to go to seed. No debris, junk or unsightly accumulation of materials shall be allowed on any Lots covered by these covenants.

7. There is hereby reserved an easement for the installation, operation, maintenance and use for utilities (telephone, gas, electricity, water, sanitary sewer and cable television), over, under and across the north fifteen (15) feet of Lots 2, 3, 4, 5 and 6.

8. There is hereby reserved an easement for a water well on the east twenty (20) feet of the south twenty (20) feet of that part of Lot 1 described herein. The owners of the Lots shall have the right to use the water in the well now located on that part of Lot 1 described herein to the same extent as the Declarants. The water from the well shall be used only for domestic, noncommercial livestock and noncommercial irrigation purposes.

9. There is hereby established the Ruth's Addition Owners Association consisting of the owners of the Lots. The lot owners shall meet on August 1, 1991 at the call of one or more owners and on the first day of August each year thereafter or at such other time as the lot owners may establish. At the meeting, the owners shall elect a President, Secretary and such other officers for the owners association as they shall determine to be necessary and expedient. At the meeting, the owners may adopt such rules, regulations and procedures as they deem necessary or expedient to reasonably carry out the terms and requirements of these covenants.

The presence in person or by proxy of a majority of the owners shall constitute a quorum at all meetings of the Association. Each legal lot owner shall have one (1) vote for each lot owned. In the event of multiple ownership of any lot, there shall be only one vote per lot.

The Association shall have the power to, and be responsible for, the following:

(a) The Association shall have the duty to care for and maintain William Street and operate and maintain the well located on Lot 1, water mains (to the stop valve on each lot), pumps, and any other appurtenances thereto and provide electricity therefor. The duty to maintain William Street shall be borne by the Association only until such time as Washington County, Nebraska undertakes to maintain it.

(b) The Association shall establish an annual budget for the projected costs to maintain William Street and the well. There shall also be established the contribution of each owner required to meet the expenses of the annual budget. Each owner shall be required to pay a pro rata share of the expenses of the annual budget. The pro rata share shall be determined on a per lot basis and not on an acreage basis. The owners shall establish whether such assessments are to be paid in installments or in one lump sum and shall establish the dates for paying the same.

(c) At such time as all of the Lots are no longer owned by the Declarants then, upon a majority vote of the members of the Ruth's Addition Owner's Association, there shall be installed a separate meter for each lot to measure the volume of water used by each lot. Thereafter, all costs incurred by the Association for maintaining the well as aforesaid shall be allocated to each lot owner based upon each lot's water usage as established by the meter compared to the total water usage for all of the lots. The cost of the

installation of separate meter to a lot shall be borne by the Association.

(d) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of William Street or the well, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the lot owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action authorized herein shall be delivered either personally or by mail to lot owners not less than 10 days nor more than 50 days in advance of the meeting.

(e) Any assessments that are not paid when due shall constitute a lien against the lot charged therewith until paid. The lien for the assessments shall be subordinate to the lien of any first mortgage or deed of trust. Either the Association or any individual owner shall have the right to enforce the provisions for the payment of assessments to maintain William Street and the well, including foreclosure.

(f) In the event any owner of any lot does not maintain a weed eradication program as required by paragraph 6 of these Covenants, then the Association shall have the right to enter upon such lot to spray or mow weeds and shall assess the owner of the lot for the cost of spraying or mowing. The assessment shall be a lien upon the lot until paid.

(g) The Association may delegate to one or more of their members the authority to hire and dismiss the personnel or contractors necessary for the care, upkeep and maintenance of the road and well.

(h) All assessments shall be collected by the Secretary of the Association and the proceeds therefrom shall be deposited in a separate bank depository to be approved by the Association. Assessments shall be used only to pay for the care, upkeep and maintenance of William street and the well, professional fees and enforcement costs of these covenants.

10. Except for utility easements, and paragraph nine (9), these covenants may be amended after July 1, 1993 by vote of four (4) of the legal titleholders of the six (6) lots at a meeting called by any owner for that purpose. Each legal lot owner shall have one (1) vote for each lot owned. In the event of multiple ownership of any lot, there

shall be only one (1) vote per lot. Prior to July 1, 1993 these covenants may be amended unilaterally by the Declarant, or their designee, if they, in their sole discretion, deem it necessary or advisable to do so.

IN WITNESS WHEREOF, we have set our hands this 27 day of JUNE, 1991, binding ourselves and our heirs.

Linda L. Koziol
Linda L. Koziol, Declarant

David D. Koziol
David D. Koziol, Declarant

State of Nebraska)
County of _____) ss:



The foregoing instrument was acknowledged before me on this 27 day of June, 1991 by Linda L. Koziol and David D. Koziol.

Robin R. Miller
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION:

PART OF LOT 1, RUTH'S ADDITION, A SUBDIVISION OF LOT 7, NASHVILLE ACRES AN ADDITION IN WASHINGTON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SAID RUTH'S ADDITION; THENCE N 21°21'20"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 231.97 FEET; THENCE S 75°56'24"E A DISTANCE OF 132.63 FEET; THENCE S 08°47'11" W A DISTANCE OF 186.63 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE N 89°48'26" W ALONG SAID SOUTH LINE A DISTANCE OF 184.62 FEET TO THE POINT OF BEGINNING; AND CONTAINING 0.74 ACRES, MORE OR LESS.