

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 3274
DECLARED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 12th DAY OF October A.D. 19 95
AT 3:37 O'CLOCK P. M. AND RECORDED IN BOOK
275 AT PAGE 310-315
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson

FILED

95 OCT 12 PM 3:37

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR

PROTECTIVE AND RESTRICTIVE COVENANTS

THIS DECLARATION, made this 10th day of October, 1995 by the undersigned, WITNESSETH:

WHEREAS, Brian E. Johnson and Tamara S. Johnson, are the owners of and have caused the property located in Section 33, Township 18 North, Range 9, East of the 6th P.M., in Washington County Nebraska to be divided into 3 parcels containing not less than 13 acres, the legal descriptions of which are attached; and whereas Brian E. Johnson and Tamara S. Johnson intend that all property within the boundaries of the attached legal description be bound by restrictive covenants and legal description be bound by restrictive covenants and that the purchasers of each parcel take title subject to the restrictions, conditions, reservations, liens and charges hereby described to inure the best use and the most appropriate development and improvement of each building site thereof: to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property: to preserve, so far as practical, the natural beauty of said property: to guard against the erection of poorly designed or proportioned structures; and structures built of improper or unsuitable materials: to obtain harmonious color schemes; to insure the highest and best development of said property: to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites: to secure and maintain proper setback from road easement and lot lines and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the value of investments made by purchasers of building sites therein.

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 real estate described herein above until October 10, 2015;

If any owner of any lot described herein above, 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 person owning any part of the real estate within the subdivision 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 so doing or to recover damages or other dues for such violation;

Invalidation of any 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.

COVENANTS, RESTRICTIONS AND CONDITIONS

1. The lots shall be used exclusively for single family residential purposes and no Purchaser may subdivide any parcel as described herein above. Any allowed or permissible division of any of the real estate shall in all respects comply with all Washington County Zoning regulations and requirements:

2. No more than one single family dwelling may be erected or constructed on any one lot, provided however, buyer may construct utility sheds or workshop buildings that are similar to the main structure. No unpainted or unfinished exteriors shall be permitted. No open basement or foundation shall remain unclosed for more than 8 weeks. Exteriors on all buildings shall be completed within one year from date the construction commences. All residences must include at least an attached two car garage and no boats or campers or other recreational vehicles may be stored on lots unless stored in permanent enclosure.
3. The minimum size of permanently enclosed living space shall be 1,450 square feet per ranch style home and a minimum of 1,000 square feet on the main level for a multi-level home. Extra space may be in walk-out basement or 2nd floor.
4. No dwelling shall exceed 2-1/2 stories in height.
5. No residence shall be located nearer than 35 feet of any side lot line, nor closer than 50 feet from the road easement.
6. No trailer, mobile home, trailer house, manufactured home, tent, shack, garage or temporary building erected or placed upon any lot shall at any time be used as a residence, whether temporarily or permanently nor shall any structure of a temporary character be used as a residence.
7. No garbage or trash can or container shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any road or lot.
8. Exterior lighting installed on any lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent lots.
9. All lots shall be neatly maintained at all times, all grass and weeds shall be kept at a reasonable height (maximum 18 inches). There shall be no accumulation of debris, machinery, disabled automobiles or offensive materials of any kind.
10. All utility service lines from each lot line to a dwelling or other improvement shall be underground.
11. All sewer systems must be installed so as to comply with existing State/County Health Codes. Such systems must be inspected during installation by an appropriately designated Health Inspector. Where septic tanks are used, they must be maintained in good condition and laterals buried in such a manner that there will be no surface drainage and be so constructed as to comply with the regulations established by the Nebraska Department of Health.
12. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighboring lot owners. Customary house pets

may be kept in reasonable numbers. Care shall be taken to keep these pets within the confines of one's own property. No commercial signs shall be permitted other than "for sale" signs pertaining to property sales within.

13. Satellite dishes shall be placed to the rear of the back line of the residential structure and shall not be visable from the road.

14. No commercial businesses will be allowed to operate which are noticeable or detectable to the other lot owners by sight, odor, noise, vibration, particulate emission or outside storage of any material.

15. No more than 2 hooved animals of any nature or kind shall be allowed on any lot.

Amendment. The restrictions and covenants herein may be amended, including but not limited to conditions or restrictions added to or deleted herefrom, by the undersigned in any manner they shall determine in their full and absolute discretion for a period of five (5) years from the date hereof. Thereafter these restrictions and coveants may be amended by an instrument signed by the owners of not less than fifty percent (50%) of the parcels referred to hereinabove and covered by these restrictions and covenants.

IN WITNESS WHEREOF, the undersigned, being the owner of all of the above described real estate in Section 33, Township 18 North, Range 9 East of the 6th P.M., Washington County, Nebraska has caused these presents to be duly executed this 10th day of October, 1995.

Brian E. Johnson
Brian E. Johnson
Tamara S. Johnson
Tamara S. Johnson

STATE OF NEBRASKA

COUNTY OF

The foregoing instrument was acknowledged before me, a qualified Notary Public by Brian E. Johnson and Tamara S. Johnson, Husband and wife on this 10th day of October , 1995.



Shirley Schaffer
Notary Public

My Commission Expires:

313

LEGAL DESCRIPTION

PARCEL "A"

PART OF TAX LOTS 12 AND 21, LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 9 EAST OF THE 6TH P.M., AS SURVEYED AND RECORDED IN WASHINGTON COUNTY, NEBRASKA, BEING ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TAX LOT 12; THENCE NORTH 90°00'00" EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID TAX LOT 12, AND ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 33, A DISTANCE OF 1068.60 FEET;
THENCE SOUTH 25°35'34" EAST, A DISTANCE OF 10.12 FEET;
THENCE SOUTH 38°32'53" EAST, A DISTANCE OF 224.46 FEET;
THENCE SOUTH 38°36'47" EAST, A DISTANCE OF 98.86 FEET;
THENCE SOUTH 72°06'42" WEST, A DISTANCE OF 1344.03 FEET TO A POINT ON THE WEST LINE OF SAID TAX LOT 12; THENCE NORTH 00°22'58" EAST, ALONG SAID WEST LINE, A DISTANCE OF 674.78 FEET TO THE POINT OF BEGINNING, CONTAINING 13.089 ACRES, MORE OR LESS.

8-2-95
JOHNSON "A"
3230 SK
MIKE KAUSS & ASSOCIATES, INC.

H:\JOHNSONA

313

LEGAL DESCRIPTION

PARCEL "B"

PART OF TAX LOTS 12 AND 21, LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 9 EAST OF THE 6TH P.M., AS SURVEYED AND RECORDED IN WASHINGTON COUNTY, NEBRASKA, BEING ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TAX LOT 12; THENCE SOUTH 00°22'58" WEST, (ASSUMED BEARING) ALONG THE WEST LINE OF SAID TAX LOT 12, A DISTANCE OF 674.78 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 72°06'42" EAST, A DISTANCE OF 1344.03 FEET;
THENCE SOUTH 38°36'47" EAST, A DISTANCE OF 94.70 FEET;
THENCE SOUTH 23°39'27" EAST, A DISTANCE OF 224.29 FEET;
THENCE SOUTH 16°51'12" EAST, A DISTANCE OF 14.47 FEET;
THENCE SOUTH 67°08'03" WEST, A DISTANCE OF 1558.02 FEET TO A POINT ON THE WEST LINE OF SAID TAX LOT 12; THENCE NORTH 00°22'58" EAST, ALONG SAID WEST LINE, A DISTANCE OF 485.86 FEET TO THE POINT OF BEGINNING, CONTAINING 13.089 ACRES, MORE OR LESS.

8-2-95

JOHNSON "B"

3230 SK

MIKE KAUSS & ASSOCIATES, INC.

H:\JOHNSONB

3 15

PARCEL "C"

Part of Tax Lots 12 and 21, located in the East 1/2 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 33, Township 18 North, Range 9, East of the 6th P.M. as surveyed and recorded in Washington County, Nebraska, being all more particularly described as follows: Commencing at the Northwest corner of said Tax Lot 12; thence South 00 degrees, 22 minutes 58 seconds West (assumed bearing) along the West line of said Tax Lot 12, a distance of 1160.64 feet to the point of beginning; thence North 67 degrees 08 minutes 03 seconds East, a distance of 1558.02 feet; Thence South 16 degrees 51 minutes 12 seconds East, a distance of 170.79 feet; Thence South 24 degrees 44 minutes 30 seconds East, a distance of 177.58 feet; Thence South 58 degrees 56 minutes 23 seconds West, a distance of 73.26 feet to a point on the South line of said Tax Lot 12; Thence South 75 degrees 02 minutes 59 seconds West along the South line of said Tax Lot 12, a distance of 193.00 feet; Thence North 89 degrees 58 minutes 05 seconds West, along said South line, a distance of 76.70 feet; Thence North 55 degrees 59 minutes 21 Seconds West, along said South line, a distance of 121.42 feet; Thence South 65 degrees 35 minutes 17 seconds West, along said South line, a distance of 999.10 feet to the Southwest corner of said Tax Lot 12; Thence North 00 degrees 22 minutes 58 seconds East, along the West line of said Tax Lot 12, a distance of 356.02 feet to the point of beginning.

3 15