

PROTECTIVE COVENANTS  
SHERWOOD ACRES

Eccon, Inc. , a Nebraska Corporation, being the owner of a subdivision, platted and recorded on Tax Lot 26 in the W 1/2 NE 1/4 of Section 30, Township 17, North Range 12 East of the 6th p.m. Washington County, Nebraska which is the described real estate to-wit: Lots 1 through 19, Sherwood Acres, Washington County, Nebraska: do hereby declare that all lots contained in such addition are and shall henceforth be owned, held , used, and conveyed subject to the following conditions and protective covenants:

- 1) All lots shall be used as residential lots with the sole purpose of residing in same. No dwelling shall be built for rental purposes only and no division of the acreages will be allowed other than the original final plat of Sherwood Acres as recorded and platted. There shall be one residence per lot.
- 2) All dwellings shall have a minimum square footage requirement of 1450 square feet on the main level with a permanent foundation per Washington County specifications. All dwellings shall have a minimum of a 2 (two) car attached garage. All dwelling setbacks shall be in accordance with Washington County zoning regulations and utility company easements.
- 3) Washington County has granted Sherwood Acres a minimum number of percolation tests throughout the subdivision, which will be done at the discretion of the Developer, Eccon, Inc.. However, any further percolation tests required or demanded by Washington County shall be the responsibility of the property owner.
- 4) All lots shall be required to furnish their own wells and septic tanks, with shared wells acceptable if possible and approved by Washington County and the Nebraska State Health Department.
- 5) Prior to obtaining a permit to build, any dwelling, out-building, storage shed, fence, retaining wall, etc. shall first be approved by the architectural committee for Sherwood Acres which will consist of one representative of the Developer, one of the Property Owners selected by a majority of landowners, and a consulting engineer / contractor / architect paid for by the lot owner seeking permission to build. The architectural committee shall have the right to approve or disapprove materials and colors used for the construction of any said enhancement to the property in Sherwood Acres.
- 6) All dwellings shall meet the Uniform Building Code as adopted by Washington County.
- 7) No temporary residence shall be allowed on any lot during construction.
- 8) All landscaping shall be done in the best interests to protect and preserve the natural drainage and scenic development in place at the time of the recording of these covenants and the final plat.
- 9) No earth homes, A-frames, log cabins, kit- built homes, or manufactured homes are acceptable.
- 10) No debris, junk, or unsightly accumulation of materials shall be allowed to remain on any lot; to include non-working motor vehicles, trailers, and motorcycles for more than thirty days. No outside repair of vehicles is permitted unless of emergency status.
- 11) No signs may be placed or maintained on any residential lot other than names and addresses of the owners. Signs for the sale of a home may be displayed on said lot no larger than two feet by three feet.
- 12) All domestic animals and household pets shall be kept on a leash at all times when not in an enclosed designated area for same. Horses will be permitted according to the Washington County Zoning Regulations.

- 13) The owner of each lot shall keep his lot free and clear of weeds, debris, and any diseased or dead trees. In the event the owner fails to maintain said lot, the Developer will give the owner fifteen days written notice by mail to clean up the specified problem areas. After that date, the Developer has the right to enter the property and do what is necessary to restore said lot to an acceptable appearance. The Developer will have no liability for entering and maintaining said property and the landowner will be charged accordingly. If said fee is not paid within thirty days of completion and billing, the Developer has the right to place a lien on the property until said fee is paid in full.
- 14) Sherwood Acres is a private subdivision whose 66 foot roads will be maintained by the Developer. Each property owner will be charged on a quarterly basis his/her share of the maintenance required. The pro-rata share shall be determined at the time of the sale of the lot. The roads are to be maintained to Washington County Standards; and will include but not inclusive, the mowing, rock replacement, culvert clearance or replacement, and snow removal. Any billing over thirty days past due will result in a lien against the property.
- 15) Any satellite dishes shall be placed on the ground so as not to interfere with any other homeowners' reception or view thereof.
- 16) All guest and off-street parking shall be the responsibility of the landowner so as to keep the roads clear for snow removal and emergency vehicles.
- 17) These protective covenants are adopted for the benefit of each lot owner in Sherwood Acres; and for the purpose of enhancing the value of each lot. These protective covenants shall run with the land. These covenants may be amended at any time by a majority vote of the legal lot owners. One lot equals one vote. Any owner may bring proceedings at law or in equity to prevent or remedy violation of any protective covenant and these covenants shall remain in force and effect until twenty years from the date of this recording. At such time, they shall automatically be extended for successive periods of ten years unless modified, amended, or repealed by a unanimous vote of the then legal title owners of the lots; and it is agreed to change said covenants in whole or in part. These protective covenants cannot be amended concerning any violation of the Washington County Zoning Regulations.
- 18) Invalidation of any one of these covenants by judgment of court order shall in no way affect the other protective covenants which shall remain in force and effect.
- 19) Developer, at its' option, may transfer and assign, all or a portion of its' rights and obligations under this Agreement to a duly formed Homeowner's Association.

Signed this 24<sup>th</sup> day of December, 1994.

ECCON, INC.  
A NEBRASKA CORPORATION

Karen Roberts  
by Karen Roberts, President

Attest:

Susan Setzer  
Susan Setzer, Secretary

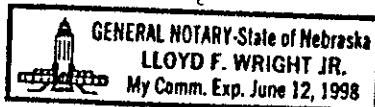
Jean Krogh  
Jean Krogh, Treasurer

State of Nebraska )  
                                  )     :SS:  
Washington County )

Before me, A Notary Public qualified in said County, personally came Karen Roberts, President of Eccon, Inc., A Nebraska Corporation, Susan Setzer, Secretary of Eccon, Inc., A Nebraska Corporation, and Jean Krogh, Treasurer of Eccon, Inc., A Nebraska Corporation, known to me to be the President, Secretary, and Treasurer and the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on 24 December, 1994.

Lloyd F. Wright Jr.  
Notary Public



STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 183  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 24th DAY OF December A.D. 19 95  
AT 9:51 O'CLOCK A.M. AND RECORDED IN BOOK  
237 AT PAGE 434-436  
COUNTY CLERK Charlotte Peterson  
DEPUTY David Madison

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.  
95 JAN 24 AM 9:56

FILED