

FILED

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WASHINGTON COUNTY, STATE OF NEBRASKA

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BOOK 518 PAGE(S) 220-224

Karen A. Madsen

REGISTER OF DEEDS

Recorded	<input checked="" type="checkbox"/>
General	<input checked="" type="checkbox"/>
Numerical	<input checked="" type="checkbox"/>
Photostat	<input checked="" type="checkbox"/>
Proofed	<input checked="" type="checkbox"/>
Scanned	<input type="checkbox"/>

2007 NOV -9 AM 10: 28

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

THE ABOVE SPACE IS FOR THE REGISTER OF DEEDS RECORDING INFORMATION

RETURN TO:

Omaha Title
13915 Gold Circle
Omaha, Ne. 68144

LEGAL DESCRIPTION:

OT101951

Part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 17 North, Range 10 East of the 6th P.M., Washington County, Nebraska and more particularly described as follows: From the Northwest corner of Section 25, Township 17 North, Range 10 East; thence South 00°13'32" East (assumed bearing) along the Westerly line of the Northwest 1/4 of the Northwest 1/4 of Said Section 25 a distance of 1255.49 feet to the Point of Beginning; thence North 65°26'01" East a distance of 403.53 feet; thence North 48°20'50" East a distance of 406.44 feet; thence South 59°34'49" East a distance of 62.09 feet to a point of curvature; thence along a 386.00 foot radius curve to the right an arc distance of 400.26 feet to a point of tangency; thence South 00°10'04" East a distance of 139.85 feet to a point on the Southerly line of said Northwest 1/4 of the Northwest 1/4; thence North 89°59'32" West along said Southerly Quarter Quarter Section line a distance of 914.94 feet to the Southwest corner of said Northwest 1/4 of the Northwest 1/4; thence North 00°13'32" West along the Westerly line of said Northwest 1/4 of the Northwest 1/4 a distance of 65.00 feet to the point of beginning of which the Westerly 33.00 feet, 0.05 acres, more or less, is to be dedicated as County Road Right of Way. Tax Lot 18

**COVENANTS FOR
TAX LOT 18, 25-17-10,
WASHINGTON COUNTY, NEBRASKA**

WHEREAS, WILLIAM R. WOFFORD and SHIRLEY J. WOFFORD, as Grantors, constitute all of the owners of real estate known as the Northwest Quarter of the Northwest Quarter of Section 25, Township 17 North, Range 10 East of the 6th P.M., Washington County, Nebraska, including Tax Lot 18 therein; and,

WHEREAS, the Grantors desire to restrict the use of Tax Lot 18, to ensure the orderly development of the real estate and acknowledge that these covenants shall run with the land in perpetuity as set out below; and,

WHEREAS, these covenants are for the benefit of the Northwest Quarter of the Northwest Quarter of Section 25, Township 17 North, Range 10 East of the 6th P.M., Washington County, Nebraska.

NOW THEREFORE, the undersigned agree that Tax Lot 18 shall be restricted as follows:

A. PERMITTED STRUCTURES AND RESTRICTIONS. Tax Lot 18 shall be used for single family residential purposes only, and only one residential structure shall be permitted thereon. All garages, shed and barns incidental thereto shall be constructed of wood, steel or decorative masonry, and shall be set back a minimum of 10 feet from the front of the residence, and shall be harmonious and compatible with the neighboring properties.

All residential structures shall conform to the following:

The residential structure and accessory buildings shall not be located on the property within 50 feet of any property line of the property.

One story dwellings shall contain a minimum finished, above ground square footage of 1,550 square feet, excluding breezeways and/or attached garages.

All split level, tri-level or multi-level homes (other than one and a half and two story buildings) shall contain a minimum finished, above ground square footage of 2,200 square feet, excluding breezeways and/or attached garages, with a minimum finished area of 1,200 square feet on the main level.

One and one-half and two story dwellings, shall contain a minimum finished, above ground square footage of 2,200 square feet, excluding breezeways and/or attached garages, with a minimum finished area of 1,200 square feet on the main level.

Exteriors of all residential structures shall be painted or colored in earth tone colors only.

All outdoor garbage and trash containers shall be screened from the view of all other adjacent properties by a privacy fence at least one foot taller than the trash containers located therein.

No building shall exceed two stories in height, and all residential structures shall be constructed with garages for at least two vehicles.

No unlicensed vehicles shall be permitted on the property and outdoor storage of vehicles, boats and recreational vehicles shall be strictly prohibited.

All dwellings and other structures must be constructed on site, and no modular or manufactured homes shall be permitted.

Wind turbines and windmills used for electrical generating structures are strictly prohibited. Satellite dish receivers and towers of any sort shall not exceed six feet in height.

All building construction shall be completed within 12 months of the date construction started. Upon starting construction, the work shall progress on a consistent basis, with no period of inactivity exceeding 21 days, weather permitting.

B. LIVESTOCK. Swine are not permitted on any lot. Poultry and fowl are limited to 15 adults, and shall be fenced in at

all times inside fencing designed to restrict free roaming. The fenced area shall not be larger than 1,000 square feet, and shall be no closer than 25 feet to any lot line.

Limitations per lot on permitted livestock are: 4 adult horses, 3 adult cows, 3 adult goats or sheep, or any combination of 6 adults of any 3 species or 5 adults of any 2 species. Youth livestock shall be considered adults after one year of age.

Domestic animals permitted shall be: 3 adult dogs, 3 adult cats, or any combination of 4 adult cats or dogs. Puppies and kittens shall be considered adults after 6 months of age. Swine are not considered domesticated animals for purposes of these covenants.

No commercial breeding, boarding or kenneling of animals of any kind, whether located indoors or outdoors, shall be permitted on the property.

C. EASEMENTS. An easement is hereby granted on the south frontage boundary of Tax Lot 18, and the west 61.71 feet on the section line, for all utilities, including power, water, sewer, phone, cable. No utilities shall be permitted within 25 feet of any interior property line.

D. PROHIBITION OF LOT SPLITS. Tax Lot 18 shall not be reduced by lot split or subdivision without the written consent of the Grantors, so long as Grantors still own any portion of the Northwest Quarter of the Northwest Quarter of Section 25, Township 17 North, Range 10 East of the 6th P.M., Washington County, Nebraska.

E. USE OF PROPERTY. The real estate subject to these covenants shall not be used for the following:

- 1) Assembly, disassembly, or general service work on any vehicle equipment or farm equipment unless such work is performed in an enclosed garage or building thereon.
- 2) No signs or billboards shall be erected on the real estate, except for portable signs limited in size to six square feet advertising the real estate for sale.
- 3) No hunting, target shooting is allowed on the real estate, and the discharge of firearms shall not be permitted on the real estate by the owners of the real estate, or their invitees or licensees.
- 4) No commercial business of any kind shall be operated on the real estate subject to these covenants.

F. COMPLIANCE WITH STATE AND FEDERAL LAWS. All building

and land uses within this development shall comply with all local, state and federal rules and regulations.

G. COVENANTS RUN WITH THE LAND IN PERPETUITY. These covenants shall run with the land and shall be binding on the real estate for 30 years from the date of recording of same. These covenants shall automatically renew for successive 10 year periods unless at least two-thirds of land owners in the Northwest Quarter of the Northwest Quarter of Section 25, Township 17 North, Range 10 East of the 6th P.M., Washington County, Nebraska file a written notice of intent to terminate the covenants prior to the date 30 years after recording of same. **Grantors reserve the right to amend the covenants during the first five years after filing of these covenants.**

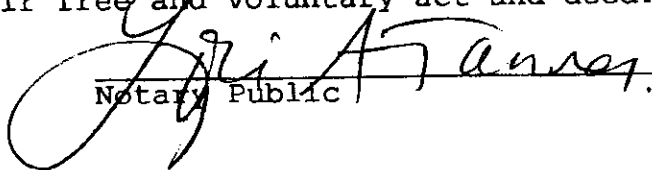
Dated this 31 day of October, 2007.


WILLIAM R. WOFFORD


SHIRLEY J. WOFFORD

State of Nebraska)
) ss.
County of Douglas)

Subscribed and sworn to before me this 31 day of October, 2007, by William R. Wofford and Shirley J. Wofford, known to me personally, who acknowledged their signatures thereon as their free and voluntary act and deed.


Notary Public

