

STATE OF NEBRASKA
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD 14296
THIS 20th DAY OF November A.D. 1996
AT 2:51 O'CLOCK P.M. AND RECORDED IN BOOK
260 AT PAGE 273-279
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson
(STATE OF NEBRASKA, COUNTY OF WASHINGTON) COVENANTS

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FILED

96 NOV 20 AM 2:51

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
OF NEBRASKA

THIS Declaration is made as of the 14th day of November, 1996, by Gerald & Donna Kobs, hereinafter called the "Declarants", WITNESSETH:

WHEREAS, Declarants are the owners of real property know as Turkey Ridge and more particularly described as follows, hereinafter called "Tract":

See attached Exhibit "A"

WHEREAS, Declarants desire hereby to impose upon said Tract mutual and beneficial restrictions, covenants, conditions, and charges under a general plan for the benefit of the owners of said Tract and future owners of the same until December 31, 2020.

NOW, THEREFORE, in consideration of the promises, Declarants, for themselves, their successors, assignees, and all future grantees and successors in title, do hereby impose, create and place upon the Tract described hereinabove the reservations, conditions, covenants, and restrictions (all of which are hereby termed "restrictions") contained hereinbelow. Declarants further declare that said Tract is held and shall be held, conveyed, hypothecated or encumbered, leased rented used and occupied subject to the provisions of this Declaration, all of which is declared to be in furtherance of a plan for the development, improvement and sale of tract within said Tract, and are established for the purpose of enhancing the value, desirability and attractiveness thereof. The provisions of the Declaration are intended to create mutual equitable servitudes upon the Tract; to create reciprocal rights between the respective owners of individual tracts therein; to create a privity of contract and estate between the grantees thereof, their heirs and assigns and shall, as to the owners of any interest in said Tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other owners of said Tract and this shall be so event if said restrictions are omitted from any deed or instrument of conveyance of said lands, or any part thereof.

The term of these covenants shall be for a period which shall expire December 31, 2020. These covenants shall automatically renew for an additional fifteen (15) year period unless a majority of the tractowners terminate at the end of the primary term by written termination.

The restrictions contemplated by this Declaration are herewith stated to be as follows:

A. Said Tract shall be used only for single family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, or educational uses. All accessory buildings shall be of wood, decorative masonry, or metal

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Recorded
Clerk
Deputy
Notary

construction (excluding quonset huts and non-factory designed and built metal buildings which are prohibited on the Tract), shall be set back a minimum of ten (10) feet from the front of the residence, and shall conform to good architectural design, and be harmonious and compatible with neighboring properties.

B. No structure shall be erected, altered, placed or permitted to remain on the above described Tract hereinafter defined other than one detached single family dwelling not to exceed thirty-five (35) feet height, with a garage for not less than two (2) cars. Upon the commencement of construction of any residence or building, the residence or building must be completed within twelve (12) months thereafter.

C. No noxious or offensive trade or activity shall be carried on upon said Tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind (except residential "For Sale" and "No Hunting" signs not exceeding two feet by two feet (2' x 2') in size) shall be erected on any Tract. The above restriction as to signs does not apply to signs erected by the undersigned and their agents in the development and sale of the adjoining property. All weeds shall be kept cut down to a maximum height of eight inches (8") above ground level. Noxious weeds shall not be allowed to go to seed. Cropland conservation practices must comply with Agricultural Stabilization & Conservation Service and Soil Conservation Service standards. No down spouts, storm or surface drains shall be connected to sanitary sewers.

All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each tract, and in no event will the undersigned or their agents and associated entities be or become liable for such work of maintenance for any claims arising from such excavations.

D. No trailer, trailer house, mobile home, tent, shack, barn or temporary structure or outbuilding of an unsightly nature shall be placed or erected on said Tract. Dwellings constructed in another addition or location and previously occupied shall not be moved onto this real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

E. No fences shall be constructed in front of the residential structure except decorative fences not to exceed forty-two inches (42") in height and constructed of brick, stone, metal, or wood. Side and rear yard fences shall be painted and/or maintained in such a manner so as not to be unsightly

to the neighboring properties.

F. The minimum dwelling size on the Property shall be as follows:

1. For a ranch style (one level) or split entry home, the ground floor (or Main) level shall contain not less than 1,200 square feet of finished living area.
2. For a split-level, tri-level, or multi-level home, the top three (3) levels shall contain a total of not less than 1,500 square feet of finished area.
3. For a one and one-half (1 1/2) story or two (2) story home shall not be less than 1,300 square feet of living area.

The computation of living area shall be exclusive of porches, breezeways, and garages. The maximum height for any building shall be two (2) stories above grade. The exposed foundation walls must be painted if not brick or stone veneer. Home exteriors may be painted or colored only in earth tone colors. Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence or year-around vegetation.

G. Grading of the building site in preparation for construction of the dwelling on said Tract shall be kept to a minimum and the natural contours of the land shall be preserved where feasible. No material other than earth, sand, rock, or gravel shall be used as fill on any lot.

H. No building or residence shall be located on the Tract nearer than sixty (60) feet from the front property line or ninety (90) feet from the centerline of the roadways, whichever is farthest. No residence or building shall be located nearer than fifty (50) feet to a side or rear property line.

J. Recreation-type vehicles, trailers, campers, boats, trucks, tractors, equipment, or machinery must be parked or stored in a building or in a manner as not to be visible from neighboring properties.

K. Any and all animals or livestock maintained on the Tract shall be kept in accordance with requirements of Nebraska law and ordinances of Washington County, Nebraska. All structures used for the housing or maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean, and orderly manner by the owner of the Tract. The maintenance of swine of any type shall not be permitted on the Tract. Birds, poultry, cats, or dogs may be kept, provided that they are not raised, bred, or maintained for any commercial purpose.

L. A perpetual license and easement is hereby reserved in favor of and granted to Blair Telephone Company, City of Blair Utilities, Omaha Public Power District, and Peoples

Natural Gas their successors and assigns to erect and operate, maintain, repair and renew underground utilities, and their accessories and other instrumentalities for the supply of electric power, gas water, telephone and cable television under and upon a sixteen foot (16') strip of land adjoining the perimeter boundary lines that divide the subdivision for other property, a sixteen foot (16') strip of land adjoining and an (8') strip of land adjoining the side boundary lines of each of said lots in said subdivision; said license being granted for the use and benefit of all present and future owners of lots in said subdivision. All electric power, telephone, and other utility service lines shall be placed underground.

M. If any person, firm or corporation shall violate or attempt to violate any provision hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damage occasioned thereby.

N. The sole and exclusive ingress and egress to the said Tract is the road known as "Turkey Ridge Lane". Owners of Tracts using Turkey Ridge Lane will proportionately share the expense of maintaining said road. Maintenance shall include but not be limited to grading, adding gravel, removing snow, mowing the roadside, and controlling trees and/or weeds in the right-of-way.

Turkey Ridge Road is to be used for ingress and egress. Snowmobiling or other motorized recreational vehicles are strictly prohibited. The road may be used as a trail for riding horses.

By accepting a deed to any of said Tract and/or signing this agreement, a grantee or signer shall bind himself, his heirs, personal representatives, administrators, successors, assigns and grantees to observe and perform all restrictions as fully described in this Declaration.

Gerald Kobs
Gerald Kobs

Donna Kobs
Donna Kobs

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)

On this 15 day of November, 1996, personally appeared Gerald and Donna Kobs, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed.

Richard M. Wardell
NOTARY PUBLIC RICHARD M. WARDELL
NOTARY - State of Nebraska
My Comm. Exp. 3-10-00

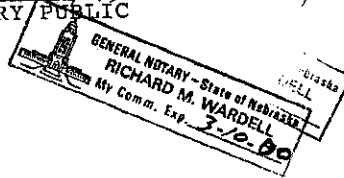
By accepting a deed to any of said Tract and/or signing this agreement, a grantee or signer shall bind himself, his heirs, personal representatives, administrators, successors, assigns and grantees to observe and perform all restrictions as fully described in this Declaration.

Carlos R. Harris
CARLOS R. HARRIS

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)

On this 15 day of November, 1996, personally appeared Carlos R. Harris, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed.

Richard M. Wardell
NOTARY PUBLIC



LEGAL DESCRIPTION:

Part of the N½ SW¼ and part of the SW¼ SW¼, all lying in Section 32, Township 18 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska and more particularly described as follows:

Beginning at the W¼ corner of Section 32, T 18 N, R 12 E; thence N 89°56'04" E (Assumed Bearing) along the east west quarter Section line of said Section 32 a distance of 1568.81 feet; thence S 01°14'30" W a distance of 513.33 feet; thence N 82°30'44" E a distance of 273.68 feet; thence S 29°55'07" W a distance of 632.60 feet; thence N 11°14'10" W a distance of 306.40 feet; thence N 70°14'30" W a distance of 137.69 feet; thence N 60°37'48" W a distance of 274.85 feet; thence S 19°37'39" W a distance of 22.37 feet to a point of curvature; thence along a 100.00 foot radius curve to the right an arc distance of 84.03 feet to a point of tangency; thence S 67°46'24" W a distance of 25.09 feet; thence S 19°33'13" E a distance of 329.14 feet; thence S 12°24'35" E a distance of 186.88 feet; thence S 04°38'51" E a distance of 229.71 feet; thence S 02°18'40" E a distance of 254.07 feet; thence S 16°50'49" W a distance of 111.45 feet; thence S 18°40'48" W a distance of 262.88 feet; thence S 00°18'57" W a distance of 152.64 feet; thence S 24°50'34" E a distance of 231.27 feet; thence S 20°28'44" E a distance of 344.44 feet to a point on the south line of the SW¼ of said Section; thence N 89°47'42" W along said south line a distance of 1263.35 feet to the south west corner of said Section 32; thence N 00°17'54" W along the west line of said SW¼ a distance of 2643.60 feet to the Point Of Beginning.

G.K. R.K.
C.H.

11-15-96