

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS 200600582
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 9th DAY OF February A.D. 2006
AT 11:39 O'CLOCK A M AND RECORDED IN BOOK
481 AT PAGE 508-510
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson

508

FILED

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COVENANTS

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

This Declaration is made as of the 9th day of February, 2006, by Wilson Riverview Farms, Inc., a Nebraska corporation, hereinafter called the "Declarant", WITNESSETH:

WHEREAS, Declarant is the owner of real property more particularly described as follows, hereinafter called "Tract":

The Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) and Tax Lot Four (4) in Section Thirty (30), Township Nineteen (19) North, Range Eleven (11) East of the 6th P.M., Washington County, Nebraska.

WHEREAS, Declarant intends to develop the Tract described hereinabove for residential purposes and to sell individual lots therein to third party purchasers for the construction of single family dwellings, and

WHEREAS, Declarant desires 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, 2021.

NOW, THEREFORE, in consideration of the promises, Declarant, for itself, its successors, assignees, and all future grantees and successors in title, does 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. Declarant further declares 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 even 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, 2021. These Covenants shall automatically renew for an additional fifteen (15) year period unless a majority of the tract owners 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.
- 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 feet (35') in height, with a garage for not less than two (2) cars. Pole buildings are allowed subject to the height restriction of thirty-five feet (35').
- C. No residential building lot shall be re-subdivided.
- D. 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 storage tanks and garbage receptacles shall be hidden. 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

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General: _____
Numerical: _____
Photostat: _____
Proofed: _____

standards. No down spouts, storm or surface drains shall be connected to sanitary sewers. The maximum number of mature livestock and poultry allowed will be as follows:

Horses	-	one (1) per acre of land owned or;
Cattle	-	one (1) per acre of land owned or;
Sheep	-	three (3) per acre owned;
Dogs	-	a total of two (2);
Cats	-	a total of two (2);
Poultry	-	a total of ten (10) poultry (chickens, turkeys, ducks, etc.)

Offspring from the livestock and poultry will increase the allowable limit for no more than one (1) year. No other livestock or animals shall be allowed except as specifically provided herein. No commercial or intensive confined feeding operations of livestock will be permitted.

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.

E. 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 shall not be moved onto this real estate except a modular home built to Uniform Building Code specifications is allowed. Accessory buildings and its location must be approved by a majority of the land owners. 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.

F. All homes will be stick built, no extraordinary or uncommon construction materials are allowed.

G. No fences shall be erected in front of the main 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.

H. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breeze ways, basements and garages, shall be no less than the following minimum sizes:

1. 1,200 square feet for one story dwellings;
2. 1,500 square feet for split level dwellings; and
3. 1,300 square feet for one and one-half (1 ½) or two (2) story dwellings on the ground floor.

The exposed foundation walls must be painted if not brick or stone veneer.

I. 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.

J. 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 occasional thereby.

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.

WILSON RIVERVIEW FARMS, INC., A
NEBRASKA CORPORATION

By: Raymond G. Wilson Pres.
RAYMOND G. WILSON, President

By: Marian A. Wilson Sec.
MARIAN A. WILSON, Secretary

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this 9th day of February, 2006, personally appeared Wilson Riverview Farms, Inc., a Nebraska corporation, by Raymond G. Wilson, President, and Marian A. Wilson, Secretary, 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.

William D. T. [Signature]
Notary Public