

FILED

1976 JUN 29 AM 9:50

DECLARATION  
 OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR 133 ESTATES  
 LOTS 1 THROUGH 18 INCLUSIVE

CHARLOTTE POTTERSON  
 COUNTY CLERK  
 WASHINGTON COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth by Ronald W. Hunter, Trustee, hereinafter referred to as the "Declarant",

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of the following described real property:

Lots 1 through 18, inclusive, in 133 Estates, a Subdivision, as surveyed, platted and recorded in Washington County, Nebraska, and,

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 1698  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 29<sup>th</sup> DAY OF June A.D. 1976  
 AT 9:50 O'CLOCK A.M. AND RECORDED IN BOOK  
 169 AT PAGE 1355  
 COUNTY CLERK Charlotte Potterson  
 DEPUTY Karen Foubler

1. All lots shall be known and designated as residential building lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two and one half stories in height and other outbuildings incidental to residential use of the lot. One story dwellings will contain not less than 1200 square feet of living area excluding garage. Multi-story and split-level dwelling shall contain not less than 1500 square feet of living area excluding garage.

2. No residential building lot shall be resubdivided into building lots of less than 2-1/2 acres each.

3. No business, trade, or commercial building shall be erected upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. No structure of temporary character, tent, shack, barn or other out-building shall be used on any tract at any time as a residence either temporary or permanent.

5. Animals, other than swine may be kept, provided that they are not kept, bred or maintained as the primary source of income of the lot owner.

6. No trash, junk cars or other refuse may be thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and any non-burnable refuse must be hauled away for disposal.

7. Septic tanks must conform to State Health Department regulations and shall be constructed in accordance with the recommendation, if any, called for as a result of a percolation test.

8. All of the lots in the Subdivision must connect to and use the central water system and water lines which serve all of the lots in the Subdivision and which are owned and operated by 133 Estates Homeowners Association for the benefit of the lots in the Subdivision.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1996. These covenants may be amended or repealed with a favorable vote of 66-2/3 of all of the lots in the Subdivision with each lot being entitled to one vote. A person or persons purchasing a lot on a land contract shall be deemed to own his, her, or their lot for the purposes of this Paragraph.

10. If any person or persons shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above described lots, including a person or persons purchasing a lot on a land contract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him, her, or them from so doing or recover damages for such violation.

11. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Signed this 11th day of June, A.D., 1976.

DECLARANT:

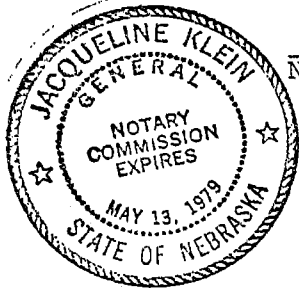
Ronald W. Hunter, Trustee

Ronald W. Hunter, Trustee

STATE OF NEBRASKA     )  
                                   ) ss.  
COUNTY OF DOUGLAS    )

On this 11<sup>th</sup> day of June, 1976, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Ronald W. Hunter, Trustee, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Jacqueline Klein  
Notary Public