

424

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 1911
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 29th DAY OF April A.D. 1998
AT 3:02 O'CLOCK P. M. AND RECORDED IN BOOK
281 AT PAGE 424-429
COUNTY CLERK (Charlotte A. Petersen)
Deputy Robert MacLaren

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General
Numerical
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Proofed

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WASHINGTON COUNTY NEBRASKA

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of the 29th day of April, 1998, by DONALD C. ADAMSON and NEVA G. ADAMSON, Husband and Wife, hereinafter referred to as the "Declarants",

W I T N E S S E T H:

WHEREAS, Declarants are the owners and developers of certain real property known as Adamson's Ridgemark Addition and more particularly described as follows:

Lots 1 through 10, inclusive, in Adamson's Ridgemark Addition, an Addition to the City of Blair, Washington County, Nebraska, and

WHEREAS, Declarants intend to develop the real estate described hereinabove for residential purposes and to sell individual lots therein to third party purchasers for the construction of single-family dwellings, and

WHEREAS, Declarants desire hereby to impose upon said real estate mutual and beneficial restrictions, covenants, conditions, and charges under a general plan for the benefit of the owners of said real estate and future owners of the same, and

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

NOW, THEREFORE, in consideration of the premises, Declarants, for themselves, their successors, assigns, and all future grantees and successors in title, do hereby impose, create, and place upon the real estate described hereinabove the reservations, conditions, covenants, and restrictions (all of which are hereby termed "Restrictions") contained hereinbelow. Declarants further declare that said real estate 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 lots within said real estate and are established for the purpose of enhancing the value, desirability, and attractiveness thereof. The provisions of this Declaration are intended to create mutual

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equitable servitudes upon the real estate; to create reciprocal rights between the respective owners of individual lots 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 real estate, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other owners of said real estate, 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.

By accepting the delivery of a deed to any of said lots, a grantee shall bind himself, his heirs, personal representatives, administrators, successors, assigns, and grantees to observe and perform all Restrictions as fully as if they have joined in this Declaration.

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

A. Said lots shall be used only for single family residential purposes.

B. No structure shall be erected, altered, placed or permitted to remain on any lot, other than one single family dwelling not to exceed two stories in height. Each dwelling shall have an attached closed garage for not less than two cars nor more than three cars. No dwelling shall be of flat roof design and the roof shall have a pitch of not less than three feet six inches and twelve (3'6"/12). No built-up roofs permitted. All roofs shall have a minimum overhang of twenty inches (20").

C. All front yard, side yard and rear yard set back requirements shall conform to the zoning ordinances of the City of Blair, Nebraska. No log houses, log cabins or manufactured homes, or move-on homes are permitted on any lot in this subdivision.

D. No noxious or offensive trade, noise, or activity shall be carried on upon any lot 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" signs) shall be erected on any building lot. The above restriction cited does not apply to signs erected by Ridgemark, Inc., and/or its designated agents in the development and/or sale of said Adamson's Ridgemark Addition lots or houses.

E. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building lot. All weeds and grass shall be mowed and vacant lots must be in accordance with the laws of the City of Blair as each pertains to the

code for weed and trash. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, bought, or kept on said lots, except that dogs or cats are permitted if they are not kept, bred or maintained for any commercial or selling purpose.

F. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each lot and in no event will Ridgemark, Inc. or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations. No material other than earth, sand, rock, or gravel shall be used as fill or backfill on any lot.

G. No travel trailer, mobile home, trailer of any kind, shack, tent, barn, dog house, motor home, detached building or temporary structure shall be placed or erected on said real estate. No building materials shall be placed on any lot until actual construction has started on the main residential structure. No construction work shall take place before 6:00 am or after 9:00 pm.

H. A dwelling on which construction has begun must be completed within one (1) year from the date the building permit was issued for said dwelling. Occupancy shall not be permitted until all exterior construction is fully completed. Mailboxes shall be mounted on a wooden post or masonry setting and of a design satisfactory to the U.S. Postal Service and conforming to subsection "O" of these covenants.

I. No fences shall be erected in front of the main residential structure except decorative fences no more than forty-two inches (42") in height. Subject front fences must be constructed of brick, wrought iron, stone, or wood and being fifty percent (50%) open. Side and rear yard fences shall not exceed six feet (6') in height and may be constructed of wood, brick, stone, or wrought iron.

J. All driveways must be constructed of poured concrete or brick. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone on exposed foundations fronting the street. All other portions of exposed foundations must be painted if not of brick or stone. Grading of lots in Adamson's Ridgemark Addition shall be kept to a minimum and the natural contours of the land shall be preserved. All roof eaves shall be guttered with the outlet from the down spout situated to carry water away from the structure and away from the land of the adjoining lot.

K. All telephone, electrical, and other utility lines must be located underground. No outside radio or television

antennae, TV dish larger than 20" in diameter, or other electronic antennae shall be erected on any lot. TV dishes 20" in diameter or smaller shall only be permitted in the rear of the residential structure and shall not be visible from the front of the residence. All air conditioning units, swimming pools, spa equipment, and other mechanical equipment located on the exterior of a unit shall be located at ground level and be so screened as to be not visible from an adjoining street.

L. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes: one thousand five hundred (1,500) square feet finished living area for one story and split-level dwellings; two thousand (2,000) square feet of finished living area for one and one-half story dwellings; two thousand four hundred (2,400) square feet of finished living area for two story dwellings.

M. Exteriors shall have roofs of slate, tile, wood or heavy asphalt shingles.

N. Exterior dwelling materials may be of wood, stucco, stone, brick, and high quality siding. No dwelling unit shall use exterior walls of aluminum, other metals or plastics, or any material or paint of any intense color. Door and window frames shall be of wood or vinyl or metal materials, but in no case in bright aluminum or other bare metal color.

O. All alarm systems shall be monitored and if said system has an audible alarm, it shall be set so that the audible alarm sounds for no longer than three (3) minutes. Wind chimes and other air moving devices such as but not limited to windmills, wheels, and other noise makers shall not be permitted. No farm equipment or farm related items may be displayed or landscaped in the front yard or side yard or where it is visible from any adjoining street or yard. Anything other than live vegetation may not be used where it is visible from any property or street.

P. No boats, campers, toppers, camper shells, trailers, motorcycles, or other similar vehicles may be stored or repaired on the street or on any part of a lot (other than inside of an enclosed structure) for more than forty-eight (48) continuous hours. No motor vehicle may be parked outside on any lot except motor vehicles driven on a regular basis. All vehicles shall carry a current and valid registration.

Q. A perpetual easement is hereby reserved in favor of and granted to THE BLAIR TELEPHONE COMPANY, CITY OF BLAIR, O.P.P.D., CABLE TV, AND MINNEGASCO, their successors and

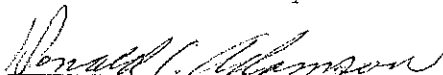
assignees, to erect and operate, maintain, repair and renew underground utilities and their accessories and other instrumentality's for the supply of electric power, gas, sanitary sewer, storm sewer, water, telephone and cable TV. Said license being granted for the use and benefit of all present and future owners of lots in said addition.

In the event that any present or future owners of any of the real estate described hereinabove, their grantees, heirs, or assigns, shall violate or attempt to violate any of the Restrictions contained in this Declaration, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Restriction to prevent him or them from doing so and/or to recover damages or other relief for such violation.

Invalidation of any one of these Restrictions by statute, ordinance, judgment, or Court order shall in no way effect any of the other provisions, which shall remain in full force and effect. The Declarants reserve the exclusive right, in their sole discretion, to modify or waive the Restrictions of this Declaration as to any lot or lots in cases where the Declarants deem it necessary or advisable in unusual circumstances or to prevent hardship.

This Declaration and the Restrictions contained herein shall remain binding and in full force and effect from the date hereof until the 1st day of January, 2012, unless at any time waived, changed, or amended in writing by the owner or owners of a majority of the lots comprising the real estate described hereinabove, and after the 1st day of January, 2012, this Declaration and the Restrictions contained herein shall be automatically extended for successive periods of ten years unless by vote of the then owners of a majority of the lots comprising the real estate described hereinabove it is agreed to waive, change, or amend said Restrictions in whole or in part. In connection with the waiver, change, or amendment of said Restrictions at any time, there shall be one vote for each platted lot.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be duly executed the date and year first aforesaid.

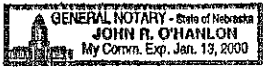

Donald C. Adamson


Neva G. Adamson

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

On this 29th day of April, 1998, before me, the undersigned, a Notary Public in and for said county, personally came Donald C. Adamson and Neva G. Adamson, Husband and Wife, to me personally known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



[Handwritten Signature]

Notary Public