

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 2281
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 30th DAY OF July A.D. 19 91
AT 3:52 O'CLOCK P.M. AND RECORDED IN BOOK
195 AT PAGE 153-154
COUNTY CLERK Charlotte L. Petersen
DEPUTY Deputy Warren

Recorded _____
Clerk _____
Filing _____

GYLDEN BAKKE ESTATES COVENANTS

FILED

91 JUL 30 PM 2:22

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEB.

Re: Part of the NW 1/4 NE 1/4 and all of Tax Lot 9 lying in Section 25, Township 17 North, Range 11 East of the 6th P.M., Washington County, Nebraska, and more particularly described as follows: Beginning at the Northwest corner of the NE 1/4 NE 1/4 of said Section 25, T 17 N, R 11 E, said point also being the Northwest corner of said Tax Lot 9; thence S 90° 00' E (assumed bearing) along the North line of said NE 1/4 NE 1/4 a distance of 331.43 feet to the Northeast corner of said Tax Lot 9; thence S 00° 09' 03" E a distance of 1321.04 feet to the Southeast corner of said Tax Lot; thence N 89° 56' 28" W along the South line of said Tax Lot also being the South line of said NE 1/4 NE 1/4 a distance of 330.71 feet; thence N 89° 55' 00" W along the South line of the NW 1/4 NE 1/4 of said Section a distance of 236.03 feet; thence N 13° 20' 04" W a distance of 473.58 feet; thence S 89° 53' 18" W a distance of 32.70 feet; thence N 00° 09' 03" W a distance of 859.56 feet to a point on the North line of said NW 1/4 NE 1/4; thence N 89° 59' 31" E along said North line a distance of 376.03 feet to the point of beginning; and containing 20.53 acres more or less.

Gale Oleson and Kathleen Brockman Oleson, being the owners of real estate described as lots one to nineteen (1 to 19) inclusive, of Gylden Bakke Estates to the County of Washington, Nebraska, do hereby declare that lots one to nineteen in such addition are and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

- A. Said lots 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, educational or non-profit recreational uses.

B. No structure shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined other than one detached single family dwelling not to exceed two stories in height, with attached garage for not less than two cars.

C. No residential structure shall be erected or placed on any building plot which has an area of less than fifty thousand (50,000) square feet, and such said plot of said minimum dimensions when used for residential purposes is herein defined as a "Residential Building Plot". All front yard, side yard and rear yard set back requirements shall conform to a minimum of fifty (50) feet set back on any one of the lot lines.

D. No noxious or offensive trade or activity shall be carried on upon any plot 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 not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. All storage tanks and garbage receptacles shall be placed and maintained in asceptically acceptable conditions. All weeds and grass shall be kept cut down to maximum height of eight inches above ground level. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animal, livestock or poultry of any kind shall be raised, brought or kept on said lots, except

dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work of maintenance for any claims arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure or outbuilding of an unsightly nature shall be placed or erected on said real estate. Accessory buildings and their said location must be approved by the majority of 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. 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.

G. 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:

1. 1600 Square feet for one story dwelling.
2. 2000 Square feet for split level dwellings.
3. 1600 Square feet for one and one half (1 1/2) or two (2) story dwellings on the ground floor.

H. Dwellings constructed in another addition or location shall not be moved to any lot within Gylden Bakke Estates.

I. Prior to commencement of construction of any structures, the plans and specifications thereof (including elevations) must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or some veneer on exposed foundations fronting a street. All other portions of exposed foundation must be painted, if not brick or stone veneer.

J. Grading of lots in Gylden Bakke Estates in preparation for construction of dwellings on said lots shall be kept to a minimum and the natural contours of the land shall be preserved where feasible.

K. These covenants, restrictions and conditions shall run with the land and continue until January 1, 2000, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

L. 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.

M. Lots 1 and 9 shall have no established access to the adjoining County Road.

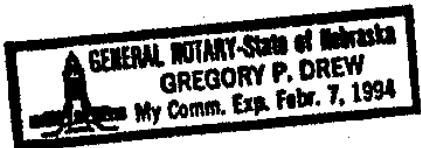
N. All structures must be accordance with Federal Aviation Agency regulations.

Bernard Ole Olesen

Kathleen Beckman Olesen

STATE OF NEBRASKA)
COUNTY OF WASHINGTON) :ss:

The foregoing instrument was acknowledged before me on June 6, 1991 by Bernard Ole Olesen and Kathleen Beckman Olesen, husband and wife.



G P Drew
NOTARY PUBLIC

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FILED

AMENDMENT TO

GYLDEN BAKKE ESTATES COVENANTS 84 DEC -8 AM 11:25

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

The undersigned, being the owners of all real estate located in Gylden Bakke Estates, and more specifically the owners of the parcels indicated below, do hereby unanimously adopt the following amendments to the Gylden Bakke Estates Covenants previously adopted and filed in the records of the County Clerk of Washington County, Nebraska at Book 195, Pages 152-156:

1. The following language shall be inserted in lieu of the existing Paragraph G:

G. 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:

- 1. 1600 square feet for one (1) story dwellings;
- 2. 2000 square feet for split level dwellings;
- 3. 1600 square feet for one and one-half (1 1/2) story dwellings with a minimum of 2700 square feet total; and
- 4. 2700 combined square feet on the top two stories for two (2) story dwellings.

2. The following language shall be inserted in lieu of the existing Paragraph K:

K. These covenants, restrictions and conditions shall run with the land and continue until January 1, 2000, after which time they shall be automatically extended for successive periods of ten (10) years, provided these covenants may be amended in whole or in part at any time after the execution of these presents by the filing of record of such amendments signed by a two-thirds (2/3) majority of the owners by building lot.

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 4588
ENTERED IN THE INDEX AND FILED FOR RECORD
THIS 8th DAY OF December, A.D. 19 84
11:25 AM AND RECORDED IN BOOK
236 PAGE 482-486
Charlotte L. Petersen
Deputy Karen Madson

Dated: December 6, 1994.

PROPERTY OWNERS

Bernard Gale Oleson and
Kathleen Brockman Oleson

Douglas Strohmeier and
Helen Strohmeier

Charles Rohlfing and
Julie Rohlfing

Kenneth J. Jackson and
Elizabeth A. Jackson

PROPERTY OWNED

Lots 1, 4, 5, 7, 8 & 9,
Gylden Bakke Estates,
Washington County,
Nebraska.

Lot 2, Gylden Bakke
Estates, Washington

Lot 3, Gylden Bakke
Estates, Washington
County, Nebraska.

Lot 6, Gylden Bakke
Estates, Washington
County, Nebraska.

SIGNATURES OF PROPERTY OWNERS:

SIGNATURES OF PROPERTY OWNERS:

Bernard Gale Oleson
BERNARD GALE OLESON

Kathleen Brockman Oleson
KATHLEEN BROCKMAN OLESON

Douglas Strohmeier
DOUGLAS STROHMEYER

Helen Strohmeier
HELEN STROHMEYER

Charles Rohlfing
CHARLES ROHLFING

Julie Rohlfing
JULIE ROHLFING

Kenneth J. Jackson
KENNETH J. JACKSON

Elizabeth A. Jackson
ELIZABETH A. JACKSON

STATE OF NEBRASKA)
COUNTY OF Washington) : ss:

Before me, the undersigned Notary Public, personally appeared Bernard Gale Oleson and Kathleen Brockman Oleson, husband and wife, 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 on this 6 day of December, 1994.

Sandra Willmott
NOTARY PUBLIC

Dated: December 6, 1994.

PROPERTY OWNERS

Bernard Gale Oleson and
Kathleen Brockman Oleson

Douglas Strohmeier and
Helen Strohmeier

Charles Rohlfing and
Julie Rohlfing

Kenneth J. Jackson and
Elizabeth A. Jackson

PROPERTY OWNED

Lots 1, 4, 5, 7, 8 & 9,
Gylden Bakke Estates,
Washington County,
Nebraska.

Lot 2, Gylden Bakke
Estates, Washington

Lot 3, Gylden Bakke
Estates, Washington
County, Nebraska.

Lot 6, Gylden Bakke
Estates, Washington
County, Nebraska.

SIGNATURES OF PROPERTY OWNERS:

SIGNATURES OF PROPERTY OWNERS:

BERNARD GALE OLESON

Kathleen Brockman Oleson

KATHLEEN BROCKMAN OLESON

Douglas Strohmeier

DOUGLAS STROHMEYER

Helen S. Strohmeier

HELEN STROHMEYER

CHARLES ROHLFING

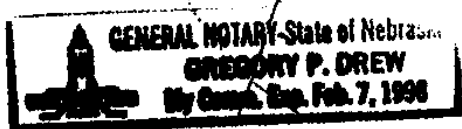
JULIE ROHLFING

KENNETH J. JACKSON

ELIZABETH A. JACKSON

STATE OF NEBRASKA)
) : ss:
COUNTY OF _____)

Before me, the undersigned Notary Public, personally appeared Bernard Gale Oleson and Kathleen Brockman Oleson, husband and wife, 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 on this _____ day of _____, 1994.



NOTARY PUBLIC

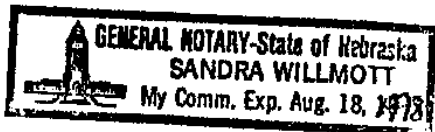
STATE OF NEBRASKA)
) : ss:
COUNTY OF _____)

Before me, the undersigned Notary Public, personally appeared Douglas Strohmeier and Helen Strohmeier, husband and wife, 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 on this _____ day of _____, 1994.

NOTARY PUBLIC

STATE OF NEBRASKA)
) : ss:
COUNTY OF Washington)

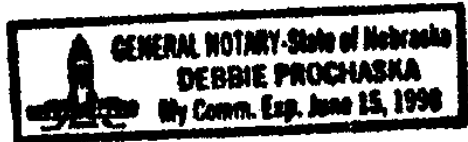
Before me, the undersigned Notary Public, personally appeared Charles Rohlfing and Julie Rohlfing, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed on this 9 day of September, 1994.



Sandra Willmott
NOTARY PUBLIC

STATE OF NEBRASKA)
) : ss:
COUNTY OF Douglas)

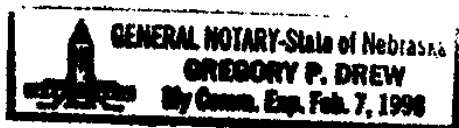
Before me, the undersigned Notary Public, personally appeared Kenneth J. Jackson and Elizabeth A. Jackson, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed on this 16 day of Sept., 1994.



Debbie Prochaska
NOTARY PUBLIC

STATE OF NEBRASKA)
COUNTY OF Washington) : ss:
Nebraska)

Before me, the undersigned Notary Public, personally appeared Douglas Strohmeier and Helen Strohmeier, husband and wife, 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 on this 13 day of September, 1994.



G P D
NOTARY PUBLIC

STATE OF NEBRASKA)
COUNTY OF _____) : ss:

Before me, the undersigned Notary Public, personally appeared Charles Rohlfing and Julie Rohlfing, husband and wife, 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 on this _____ day of _____, 1994.

NOTARY PUBLIC

STATE OF NEBRASKA)
COUNTY OF _____) : ss:

Before me, the undersigned Notary Public, personally appeared Kenneth J. Jackson and Elizabeth A. Jackson, husband and wife, 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 on this _____ day of _____, 1994.

NOTARY PUBLIC

WAIVER OF COVENANTS
AS TO SPECIFIC CIRCUMSTANCE

FILED

1996 NOV 18 PM 4:11

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK

RE: Gylden Bakke Estates
Protective Covenants

The undersigned, being all the owners in Gylden Bakke Estates, hereby:

1. Waive any objection to the violation of the side yard setback requirements contained in Paragraph C of the Gylden Bakke Estates Covenants as they relate to the extension of the fireplace on the residence located on Lot Two (2), Gylden Bakke Estates, into such setback.

2. Other than the specifically excepted waiver contained in Paragraph 1 herein, reaffirm the Covenants in full, including all setback requirements contained therein.

Dated: August 10, 1995.

PROPERTY OWNERS

Bernard Gale Oleson and
Kathleen Brockman Oleson

Douglas Strohmeier and
Helen Strohmeier

Charles Rohlfing and
Julie Rohlfing

Kenneth J. Jackson and
Elizabeth A. Jackson

PROPERTY OWNED

Lots 1, 4, 5, 7, 8 & 9, Gylden Bakke Estates, Washington County, Nebraska.

Lot 2, Gylden Bakke Estates, Washington County, Nebraska.

Lot 3, Gylden Bakke Estates, Washington County, Nebraska.

Lot 6, Gylden Bakke Estates, Washington County, Nebraska.

Recorded
General
Municipal
Enclosed

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 4258
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 18th DAY OF November A.D. 1996
AT 4:11 O'CLOCK p. M. AND RECORDED IN BOOK
260 AT PAGE 193-195
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madsen

SIGNATURES OF PROPERTY OWNERS:

SIGNATURES OF PROPERTY OWNERS:

B. Gale Oleson
BERNARD GALE OLESON

Kathleen Brockman Oleson
KATHLEEN BROCKMAN OLESON

Douglas Strohmeier
DOUGLAS STROHMEYER

Helen S. Strohmeier
HELEN STROHMEYER

Charles Rohlfing
CHARLES ROHLFING

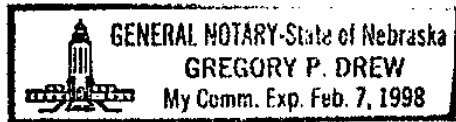
Julie Rohlfing
JULIE ROHLFING

Kenneth J. Jackson
KENNETH J. JACKSON

Elizabeth A. Jackson
ELIZABETH A. JACKSON

STATE OF NEBRASKA)
COUNTY OF Wash.) : ss:

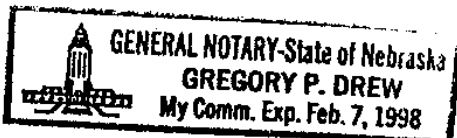
Before me, the undersigned Notary Public, personally appeared Bernard Gale Oleson and Kathleen Brockman Oleson, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed on this 10 day of August, 1995.



CPD
NOTARY PUBLIC

STATE OF NEBRASKA)
COUNTY OF Wash.) : ss:

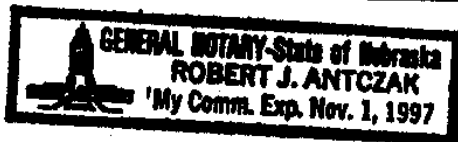
Before me, the undersigned Notary Public, personally appeared Douglas Strohmeier and Helen Strohmeier, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed on this 10 day of August, 1995.



CPD
NOTARY PUBLIC

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) : ss:

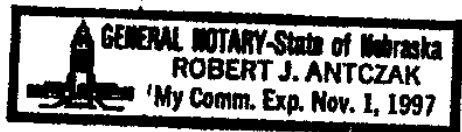
Before me, the undersigned Notary Public, personally appeared Charles Rohlfing and Julie Rohlfing, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed on this 10TH day of AUGUST, 1995.



[Handwritten Signature]
NOTARY PUBLIC

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) : ss:

Before me, the undersigned Notary Public, personally appeared Kenneth J. Jackson and Elizabeth A. Jackson, husband and wife, 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 on this 10TH day of AUGUST, 1995.



[Handwritten Signature]
NOTARY PUBLIC