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Janet P. [Signature]
REGISTERED PROFESSIONAL

Amended Restrictive and Protective Covenants
Orchard Park Subdivision

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned TD DEVELOPMENT PARTNERS, L.L.C., hereinafter referred to as "Developer", being the owner of real property legally described as:

Orchard Park Subdivision to the City of Nebraska City, Otoe County, Nebraska; including lots 1 through 7, lots 11 through 30, lot 32, and lots 34 through 37 and outlot A in of NE ¼ of 17-8-14.

AND

WHEREAS the undersigned TINCHER INVESTMENTS CO., INC., being the owner of real property legally described as:

Orchard Park Subdivision to the City of Nebraska City, Otoe County, Nebraska; including lots 8, 9, 10, 31, 33 desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of lots within Orchard Park Subdivision.

NOW, THEREFORE, Developer does hereby create, declare and establish in Orchard Park Subdivision to Nebraska City, the following restrictive covenants, easements, reservations and requirements upon the lands within such subdivision that the dedication to public use and the provision for public utility easements shall be perpetual and these restrictive covenants, reservations and requirements shall run with the land and shall remain in full force and effect and shall be binding on all parties and all persons acquiring title for a period of fifty (50) years from the date hereof, or until amended or rescinded upon the written consent of the owners of record of a majority of the lots in such subdivision.

In the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of the covenants, it shall be lawful for any other person or persons owning any part of said real estate to enforce by proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to either prevent him or them from so doing or to recover damages for such violation, or both.

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Invalidation of any of these Covenants by judgment or court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

A. RESIDENTIAL RESTRICTIONS:

1. Lots shall be used only for single-family residential purposes except for such portions thereof, as may hereafter be conveyed or dedicated for public, church, educational, or charitable uses

2. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall not be less than the following minimum sizes: the residential structure shall not contain less than 1,000 square feet for one story dwellings; not less than 1,000 square feet on the ground level for one and one-half story; and not less than 700 square feet on the ground level for two story dwellings.

3. Easements are hereby expressly reserved for the creation, construction and maintenance of utilities such as gas, water, telephone, and electricity over, upon, and under the following strips of land. No building or any part thereof, including garages, porches and decks, shall be erected on any lot nearer than thirty-five feet (35') to the front right-of-way, twelve feet (12') to either side of the lot line or twenty feet (20') to the rear lot line. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side setback shall comply with the above side lot line requirement.

4. No detached garages, sheds or outbuildings shall be erected on the properties, unless said buildings have dimensions of 8' x 10' or less and said buildings shall be completely enclosed.

B. UNIFORM GENERAL RESTRICTIONS:

1. Private wells or cisterns of any type will not be permitted.

2. All buildings within the properties shall be constructed in conformity with the requirements applicable zoning and building codes of Nebraska City, Otoe County, Nebraska.

3. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that two or more platted lots may be combined into one building plot if the plot is at least as wide and large an area as the largest lots or originally platted.

4. No advertising signs, billboards or other advertising devices shall be permitted on any lot within the properties. However, the owner or owner's representative may erect a sign advertising a single lot or home for sale upon the lot being sold.

5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within the Properties for any commercial purpose. Dogs, house cats, and pet birds may be kept within the confines of the owners' property and shall not be permitted to run at large. Any other so-called "pets" such as pot-bellied pigs, snakes, zoo animals, or exotic breeds shall not be permitted in the subdivision without prior written consent of Developer. Outdoor kennels shall have dimensions of 8'x10' or less, with poured concrete floor, chain-link walls, and shall not be erected with the front setback of any lot.

6. No noxious or offensive trade 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 outside radio, television, or other electronic antenna or aerial shall be erected on any building lot without the prior approval of Developer. Trucks in excess of one ton capacity, or trailers, including camping trailers, boats and boat trailers, or recreation vehicles are prohibited within the boundaries of all lots except on a temporary basis.

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

8. No incinerator or trash burner shall be permitted on any lot. No fuel tank, other than heating fuel, shall be permitted to remain outside of any dwelling unless not visible from the street or neighboring lots. Any exterior air conditioning shall be placed in the rear or side yard.

9. No structure or vehicle of any temporary character, or basement or outbuilding shall be used on any lot at any time as a residence.

10. All dirt from the excavation of basement shall be removed from the premises or distributed in such manner as not to change the general contour of the land.

11. No fences or hedges shall be erected or maintained which shall unreasonably restrict or block the view of any adjoining lot. A hedge or fence shall not be maintained at greater height than six feet, and no wall or fence shall be erected or placed within the front setback of any lot.

12. Building plans and specifications for all residences and other structures must be submitted to Developer or its successors or assigns, for written approval as to site plan, type and method of construction, quality of workmanship and materials, harmony of exterior design, and finish grade elevation prior to the commencement of any construction. No flat roofed or lean-to roof structures will be approved and all structures must have a pitched roof with at least six inches per foot of pitch. Approval shall be at sole discretion of developer.

