

## RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until ten (10) years from the date hereof:

LOTS 1 THROUGH 6 IN OSAGE ACRES BEING A PART OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 9 EAST OF THE 6TH P.M., SAUNDERS COUNTY, NEBRASKA, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER SAID SOUTHEAST QUARTER, SOUTHWEST QUARTER; THENCE NO 52'17" W (ASSUMED BEARING) ALONG THE WEST LINE SAID SOUTHEAST QUARTER, 51.70 FEET TO THE NORTH LINE OF THE STATE HIGHWAY #92 RIGHT OF WAY, THIS BEING THE TRUE PLACE OF BEGINNING; THENCE N89 25'39"E ALONG SAID RIGHT OF WAY, 171.24 FEET, THENCE NO 35'35"W, 551.26 FEET, THENCE N89 29'38"E, 301.28 FEET, THENCE NO 49'36"W, 718.42 FEET, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE S89 30'05"W ALONG SAID LINE 455.76 FEET TO A POINT 20.00 FEET EAST OF THE NORTHWEST CORNER SAID SOUTHEAST QUARTER; THENCE S44 18'54"W, 28.19 FEET TO A POINT ON THE WEST LINE SAID SOUTHEAST QUARTER, 20.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SO 52'17"W ALONG THE WEST LINE SAID SOUTHEAST QUARTER, 1247.95 FEET TO THE PLACE OF BEGINNING.

THE TOTAL ACREAGE OF THE SUBDIVISION IS 10.0 ACRES.

If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants, 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 covenants and either to prevent him or them from so doing, or to recover damages for such violation.

In validation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

A. All lots shall be used only for single-family residence purposes. The construction of model homes and the use of same by the developers during the development of Osage Acres shall not be deemed violative of this or any other provision of these covenants.

B. 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. All lots shall be kept free of trash and debris.

C. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No animals, livestock or poultry of any kind shall be raised or kept on said real estate except that dogs, cats or other household pets are permitted, provided they are not kept, bred or maintained for any commercial purpose and are confined to the lot of the owner and are not permitted to run loose in the Subdivision with the exception of Lots 4, 5, and 6 where a limit of two (2) quadrupeds are allowed, excluding hogs. Dwellings constructed in another addition or location shall not be moved to any lot within the Addition. No outside radio, television, or other electronic antenna or aerial

shall be erected on any building lot without the written consent of the Architectural Committee. Each lot will be required to have a yard light. No posters or advertising signs of any kind (except residential "For Sale" signs, not exceeding 2 foot by 2 foot in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned or its agents, in the development of the subdivision.

D. No fences or screen walls shall be erected unless written approval therefore is obtained from the undersigned.

E. No building materials shall be placed on any lot until construction is started on the main residential structure.

F. No alterations to a dwelling or structures may be erected without approval from the Architectural Committee.

G. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owner's expense upon the request or act of any land-owner in the subdivision. All automobiles must be parked either indoors or on hard surfaced slabs or drives, if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers, or trailers, must be parked or stored indoors so as not to be visible from the outside. The dedicated right-of-way located between the pavement and the lot line of each residential zoned lot, shall not be used for the parking of any private or commercial vehicles or boats, campers, or trailers, or recreational vehicles. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling.

H. No garbage or trash can or accumulations of trash shall be permitted outside dwellings except as screened from view.

I. All plans and specifications for residential construction shall be submitted to the Architectural Review Committee for approval as to front, side, and rear yard setbacks; exterior design; use of exterior materials, placement of house on lot; drainage; and a required minimum of 2300 sq. ft. living area, excluding basement, breezeway, porches or garage areas. With the exception of ranch homes which shall be a required minimum of 2000 sq. ft. living area, excluding basement, breezeway, porches or garage areas. No overhead power lines to any buildings shall be allowed. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the above matters have been submitted to and approved by the Architectural Review Committee.

J. In the event that local, state or federal regulations require lot owners to be connected with a central water or sewer system, each lot required by the appropriate regulatory agency to be connected to such central sewage or water system shall bear its proportionate share of the cost of installing and connecting to the required sewage or water system. In the same way, if the subdivision is to be annexed, each lot required shall bear its proportionate share of the cost of installing streets, curbs, gutters and sidewalks.

K. None of said lots shall be re-subdivided into two or more smaller lots unless the parcels resulting from lot-splitting contain at least as much area as the smallest of the lots used in assembling the resultant dwelling site.

L. A set of plans and specifications must be submitted and approved by the Architectural Committee and kept on file for each dwelling.

M. The Architecture Committee or Architectural Review Committee as referred to above shall be such committee designated by Nelson Homes Unltd., Inc., consisting of not less than two or more than five members.

Dated this 19 day of Oct, 1994.

NELSON HOMES UNLTD., INC.,

By Michael W. Nelson  
Michael W. Nelson, President  
of Nelson Homes Unltd., Inc.

STATE OF NEBRASKA )  
                          )  
COUNTY OF SAUNDERS)

On the day and year last above written, before me, the undersigned Notary Public in and for said County, personally came MICHAEL W. NELSON, President of Nelson Homes Unltd., Inc., and acknowledged the execution hereof to be the voluntary act and deed of Nelson Homes Unltd., Inc.

My Commission Expires: \_\_\_\_\_

William L. Laster  
Notary Public

