



RECEIVED

SEP 18 3 37 PM '97

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



[The Space Above Line is for Recording Data]

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Easements and Restrictions is made as of the 16th day of September 1997, by Wiese Development Corporation, a Nebraska corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of the following legally described real property, to wit:

Lots 1 through 29, inclusive, Shiloh Ranches, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (unless the context otherwise requires Lots 1 through 29, inclusive, Shilo Ranches, shall be referred to individually as a "Lot" and collectively as the "Lots").

WHEREAS by virtue of the recording of this Declaration, the Lots shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in the Lots, by acceptance of a deed or other conveyance of such interest, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof.

WHEREAS, the Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Lots and shall be binding on the present owners of the Lots and all its successors and assigns and all subsequent owners of the Lots and improvements thereon, together with their grantees successors, heirs, executors, administrators, devisees and assigns.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, the Declarant hereby agrees that the Lots be subject to the following Declaration of Covenants, Easements and Restrictions ("Declaration") as follows:

1. If the present or future owners, users or occupants of the Lots shall violate or attempt to violate any covenant contained in this Declaration, it shall be lawful for any other person or

Waltz Falkenkamp & Doyle
11440 West Center Rd Suite C
Omaha NE 68199

11655
Page 1 of 6 #

FEE 44.50 FB OE-355-22
BWP COMP G/O COMP 2
DEL SCAN.DS.FV

persons owning any other Lot to prosecute proceedings at law or equity against the person violating or attempting to violate any such covenant and either prevent him from so doing or to recover damages for such violation.

2. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions. The undersigned reserves the exclusive right to modify, alter or waive any provision contained in this Declaration by means of a recorded written instrument as to any Lot or Lots in cases where the undersigned deems it necessary or advisable because of unusual circumstances or to prevent hardship.

3. The Lots shall be used for residential purposes only. Livestock farming of any nature for commercial purposes shall not be permitted. Household pets may be kept and maintained on the premises for use, benefit and pleasure of the owner of a Lot and his or her guests provided they are not kept, bred, or maintained for any commercial purpose or in such number as to require licensing. The number of horses or ponies or both permitted on each Lot shall not exceed more than one (1) per acre, and, in no event, shall any Lot have more than two horses. No swine, goats, or poultry shall be kept on any of the Lots.

4. Prior to any construction or grading on any Lot, the owner of such Lot must first submit construction plans to the Declarant and secure the Declarant's written approval thereof. The decision of the Declarant regarding the building design and placement of the improvements on each Lot shall be in the Declarant's absolute and sole discretion. All plans submitted to the Declarant shall include site plans showing location of residence, other buildings, structures, and improvements. The plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan, and site lines. Any such plans shall also include the plans, specifications and diagram for the septic system. In the event an owner of a Lot contemplates construction of a fence, such plans shall include the type of material to be used and the location thereof. Any plans submitted to the Declarant will not be returned to the owner of the Lot. Within thirty (30) days after receipt of the plans, the Declarant shall either notify the owner of the Lot in writing of its approval of plans or of disapproval with reasons therefor.

5. Construction on or improvement to any Lot shall be subject to the following restrictions:

- (a) No Lot shall be subdivided;
- (b) All residences shall be constructed with a built-in, attached back facing or side facing garage, for a minimum of two and no more than three automobiles. Chimneys and front elevation of all concrete or cement block foundation, if exposed, must be faced with brick or stone. All roofing materials to be Heritage Singles or other similar style or brand of singles approved by Declarant.
- (c) Unless approved in writing by the Declarant, no building shall be created, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed two stories in

3

height, having a garage for not less than two nor more than three standard automobiles, and containing finished living areas, exclusive of porches, breezeways, carports, and garages of at least 2,000 square feet on the ground floor of a one-story house; 2,400 square feet total square footage on the ground floor and second floor of a one and one-half story house; and 2,800 total square feet on the ground floor and second floor of a two-story house.

The Declarant shall have the right to define the terms one-story, one and one-half story, two-story, and multi-level house. Any house of unusual design not included in the categories herein listed will be considered on an individual basis. Square foot areas are to be computed to the outside surface of enclosed walls.

- (c) All power and telephone service wires shall be buried underground.
- (d) No trailer, mobile home, modular home, basement, garage, tent, barn or outbuilding shall be erected on any tract at any time for use as a residence.
- (e) All accessory buildings shall have a useful purpose and be compatible with the residential structure. If accessory buildings are used for the shelter of animals, they shall not exceed the necessary size of such shelter. All accessory buildings must be enclosed and shall be constructed with the same roofing and siding material as the residential structure. In case of a brick constructed residence, the siding material may be of a different type than that used on the residence but approval must be obtained from the undersigned. In no event will open lean-tos, pole and roof structure or any temporary shelters be permitted. All fences erected and installed on any Lot that will front on any street or any fence erected and installed from the rear of the residential structure to the front of any Lot, shall be constructed of wood or approved vinyl, not over 4' high, such as split-rail type fencing. It is the intention of this regulation to prohibit the use of wire, rope, chain or chain link fence material for fencing that side of any Lot that fronts the street or lies to the side of the residence.
- (f) The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and the storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than thirty (30) days.

- (g) All trash and garbage shall be contained and enclosed in metal or plastic containers.
- (h) No fuel tanks on the outside of any building, structure or improvement shall be exposed to view.
- (i) Construction of each dwelling or structure must be completed within one (1) year after excavation for footings.
- (j) No building or structure shall be erected within 100 feet from the front lot line. All Lots shall have a side yard set back of 50 feet and a rear yard set back of 35 feet.

6. Any and all horses or livestock maintained on any Lot shall be kept in accordance with the requirements of SF-1 zoning and shall be located to the rear of the residence. On any corner Lot, the horses shall be maintained no closer to the street than the residence set-back on the adjoining lot, unless specifically waived by the owner of the adjacent Lot. All structures used for the housing or maintenance of livestock, and any areas where livestock are maintained or kept shall be maintained at all times in a clean, neat orderly manner by the owner of the Lot. All horse fencing must be kept in good workable condition and not allowed to deteriorate or look shabby. Each owner shall take all reasonable and necessary steps to insure adequate rodent control on his, her or its Lot.

7. No garden or field crop shall be grown upon that portion of any Lot nearer to the street than provided for minimum building setback lines; and no trees shrubs, hedges or other plants shall be maintained or permitted in such proximity to any Lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at intersections sufficient for the safety of pedestrians and vehicles. Each Lot owner shall take whatever steps are necessary to control noxious weeds on his, her or its Lot.

8. Each Lot owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of his, her or its Lot.

9. No objectionable, unlawful or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood or surrounding Lots.

10. No Lot shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding neighborhood or Lots.

11. No dwelling house constructed in another area and no prefabricated house may be moved onto or permitted to remain on any Lot or portion thereof. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear building

line of the residence. With the exception of one chattel, whether it be a boat or a camper, or a trailer which may be left unenclosed, all other such chattels must be maintained in an enclosed structure. All trucks shall be enclosed in structures, and trucks shall not be permitted to be parked in driveways or on the public streets. No outside radio or TV antennas, or satellite dishes exceeding 18" in diameter, may be erected on any Lot or portion thereof. No signs (except real estate for sale signs), or billboards of any type or nature whatsoever shall be placed or constructed or erected on any Lot.

12. Each owner of a Lot that contains an area for drainage ways shall not place or allow to be placed any obstructions such as trees, dams, fences or improvements of any kind in said drainage ways. No existing trees or natural terrain shall be disturbed without the prior written approval of the Declarant.

13. An Association will be formed by the owners of lots of Shiloh Ranches to replace the Declarant as Architectural control committee upon 80% of lots have been built upon and completed.

14. The Declarant is hereby given the right to enter upon any vacant or unattended Lot for the purpose of improving its general appearance, to mow weds, etc., should it become necessary without being classified as a trespasser, provided, however that the owner of the Lot shall pay any reasonable expense actually incurred on this account.

15. Except as provided in Paragraph 2 herein, this Declaration may be amended or rescinded by written instrument signed by the then owners of seventy-five percent (75%) of the Lots. This Declaration shall run with and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns from the date this Declaration is recorded through December 31, 2017, after which time this Declaration shall be automatically extended for a successive period of ten (10) years, unless an instrument terminating this Declaration is signed by the owners of seventy-five (75%) of the Lots and has been recorded prior to the commencement of any ten-year period.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the day and year first above written.

DECLARANT:

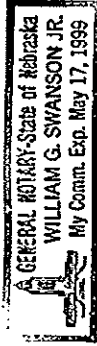
WIESE DEVELOPMENT CORPORATION,
a Nebraska corporation,

By: Shirley A. Wood
Title: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came MELBERT WISE, President of Wise Development Corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 16 day of September 1997.



William G. Swanson Jr.

Notary Public

Please Return to:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144
ATTN: LAJ