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CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

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General \_\_\_\_\_  
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DECLARATION

2470 { STATE OF NEBRASKA COUNTY OF WASHINGTON) SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 11th DAY OF July A.D. 1997  
AT 11:53 O'CLOCK A M. AND RECORDED IN BOOK  
268 AT PAGE 554-561  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Karen Madison

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of the 27 day of June, 1997, by E.V. CO., INC., a Nebraska Corporation, hereinafter referred to as the "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner and developer of certain real property known as Eagle View Subdivision and more particularly described as follows:

Lots 1-40, inclusive, in Eagle View Subdivision, a subdivision of Washington County, Nebraska, and

WHEREAS, Declarant intends 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, Declarant desires 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, Declarant 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, Declarant, for itself, its successors, assigns, and all future grantees and successors in title, does 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. Declarant further declares 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 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.

When used in this Declaration, the following terms shall be defined as set forth hereinbelow:

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1-40, inclusive, of Eagle View Subdivision.

"Lot" shall mean and refer to Lots 1-40, inclusive, of Eagle View Subdivision, or any one of them individually.

"Declarant" shall mean and refer to E.V. Co., Inc., a Nebraska corporation.

"Association" shall mean and refer to Eagle View Association, Inc., a Nebraska non-profit corporation, of which each Owner shall be a member.

"Committee" shall mean and refer to the Design Review Committee, which shall be appointed by the Association.

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, except such Lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational, charitable, 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 single-family dwelling not to exceed two stories or 35 feet in height, whichever is less, and accessory buildings, as hereinafter defined.

C. No residential structure shall be erected or placed on any building plot which has an area of less than 87,000 square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot".

D. With the exception of accessory buildings, no building shall be created, altered, placed, or permitted to remain on any residential building plot other than the one (1) detached, single-family dwelling referred to above, and said dwelling shall conform to the following requirements:

(1) A one-story house with attached garage (Ranch) shall contain a minimum of 1,500 square feet of living area on the main floor, exclusive of garage area. The garage must be approximately at the same level as the main floor.

(2) One and one-half and two-story houses shall contain a minimum of 2,000 square feet in total area above the basement level, exclusive of garage area. For the purpose of these Restrictions, two-story height shall, when the basement wall is exposed above finished grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breeze-ways, courtyards, patios, decks, basements, garages, or carports. The basement will not be considered a story even if it is 100% above grade on one or more sides and essentially below grade on the other sides.

(3) All dwelling units shall have attached, enclosed, side-by-side or tandem garages which must be capable of accommodating at least two (2) standard-size automobiles per living unit.

E. Storage sheds, barns, carports, detached garages, and other buildings (collectively referred to herein as "accessory buildings") shall be located no closer to roads than foundation line of dwelling. All structures of this type shall be of neat construction and of such a character as to enhance the value of the property. Accessory buildings shall be set back 70 feet from the front yard, 10 feet from the side yard, and 15 feet from the rear yard. Storage sheds, barns, and detached garages on any Lot shall not exceed a cumulative total of 2,400 square feet in size and shall be constructed of wood, colored metal, or similar material.

F. When improvements are erected on any Lot in this subdivision, the Owner shall at the same time construct and connect said improvements to an adequate sewage disposal

facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska, which are in effect at the date of recording of this Declaration. When sewage disposal facilities are installed on any Lot adjoining the Lake, septic tanks and absorption fields must be the furthest feasible point away from the Lake.

G. All materials used in construction of any building on any Lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists, and rafters at 16 inches on center. Roof trusses may also be used with a maximum spacing of 24 inches on center unless other provisions regarding frame construction and roof trusses have been adopted and incorporated into the applicable building code by an appropriate governing body of Washington County, Nebraska or any other applicable political subdivision having jurisdiction in regard thereto. In such case, the provisions of such applicable building code regarding framing and roof trusses shall be deemed acceptable and in compliance with these covenants. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhangs shall be a minimum of 12 inches at gable ends, and 16 inches at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling.

H. No fences shall be erected in front of the main residential structure, except decorative fences no more than forty-two (42) inches in height, constructed of brick, stone, PVC or wood. Side and rear fences shall not exceed eight (8) feet in height. All fences shall be maintained in such a manner as to not be unsightly to the neighboring properties.

I. No structure of a temporary character, basement, tent, shack, barn or other out building shall be used as a residence, temporarily or permanently. No dwelling previously occupied as a residence elsewhere shall be moved from outside of the Properties onto any of said Lots. This prohibition specifically includes mobile homes and double-wide mobile homes.

J. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof composition of not less than 235 pound shingles of asphalt, fiberglass, woodshakes, or cedar wood shingles. Each house shall have a minimum roof pitch on the main structure of 5/12.

K. In addition to the easements for utilities shown on the recorded plat of Eagle View Subdivision, there shall

also be reserved a ten (10) foot strip along each lot line of each Lot in said subdivision for the installation, operation, and maintenance of utilities. In addition, Lakeland Estates Water Co., its successors and assigns, and all public utilities shall have the right to use and occupy those areas designed as Outlots, Lanes and Drives in said platting, the same as if they were dedicated public Outlots, Lanes and Drives.

L. During construction, the builder and Owner will use reasonable measures to deter rain from washing mud into the streets. Reasonable measures include, as a minimum, using bales of hay to stop such flow.

M. No animals other than domestic household pets shall be kept on any Lot, and said pet shall be kept on a leash when not in an enclosure; provided, however, that horses, as allowed by Washington County, Nebraska regulations, may be kept on Lots 6-19, inclusive, only.

N. No automobile shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean parking the vehicle on the driveway (and not on any other part of the Lot) outside of the garage for more than three (3) consecutive days. All repair or maintenance work on automobiles must be done in the garage. The dedicated street right-of-way located between the road surface and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. No automobiles and other self-propelled vehicles may be parked on a subdivision street permanently. Permanent parking of a vehicle shall mean any vehicle that is owned by or the responsibility of a subdivision resident or a guest of said resident if the guest resides with the resident for more than thirty (30) days.

O. All Lots shall be kept free of rubbish, debris, merchandise, and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of any waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where dwellings have not yet been constructed, shall be allowed to reach more than a maximum height of twelve (12) inches. No material other than earth, sand, rock, or gravel shall be used as fill on any Lot.

P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

Q. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration, and radiation.

R. 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.

S. No Lot as originally platted or replatted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted Lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said Lots as originally platted.

T. No dwelling may be built of material other than wood, stone (except veneer), stucco, brick, or a combination thereof.

U. No signs may be placed or maintained on any residential lot other than the name or names of the Owners, and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said Lot.

V. Prior to the commencement of construction of any improvement on any residential building lot, the plans and specifications therefor, including elevations and proposed sewage disposal facilities, shall be submitted to and approved, in writing, by the Committee.

W. In addition to the rights, duties, and obligations of the Association set forth in its Articles of Incorporation and Bylaws, the Association shall:

(1) Own and maintain the road system in Eagle View Subdivision;

(2) Institute a program of weed control within the Subdivision. The Owner of each Lot shall mow and keep his Lot free of weeds and underbrush. In the event the Owner fails to mow said weeds and underbrush by May 1 of any calendar year, the Association, or its agents, shall have the right to mow said Lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the real estate. In the event the Association mows weeds and underbrush, it will not be responsible for destruction of flowers, shrubs, and trees resulting from such mowing. All property owners who designate to have their Lots mowed at a designated fee shall be assessed interest up to the highest rate allowable by

560

law per annum from the date the charges become delinquent, sixty (60) days after levy, until paid, and the Association shall have the right to impose a lien upon the property of Owner in the amount of such unpaid charges and interest.

(3) Promulgate rules and regulations for the use of Golden Lake.

(4) Assess an annual assessment and/or dues to be used for maintenance of public improvements within Eagle View Subdivision. In the event any Owner shall fail to pay the annual assessment or dues within 60 days after a statement for the same is mailed to Owner, the unpaid assessment or dues shall draw interest at the highest rate allowable by law, and the Association shall have the right to impose a lien upon the property of Owner in the amount of such unpaid assessment or dues plus interest.

(5) Maintain and control the use of all areas within the Subdivision designated as Outlots, public areas and/or lakes.

X. Each Owner of a Lot or Lots in Eagle View Subdivision shall automatically receive one Certificate of Membership in the Association for each Lot owned and, by acceptance of a deed to any such Lot, said Owner shall agree to be bound by the Articles of Incorporation, Bylaws, and rules and regulations of said Association.

Y. In addition to the Restrictions enumerated herein, the real estate described hereinabove shall be subject to all applicable zoning and subdivision ordinances, rules, and regulations of Washington County, Nebraska.

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 the Association or 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 Declarant reserves the exclusive right, in his sole discretion, to modify or waive the Restrictions of this Declaration as to any Lot or Lots in cases where the Declarant deems it necessary or advisable in

560

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 June, 2007, 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 June, 2007, 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 Declarant has caused this Declaration to be duly executed the date and year first aforesaid.

E. V. CO., INC., a Nebraska Corporation,

By Ronald A. Henn  
Ronald A. Henn,  
Secretary/Treasurer

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

On this 27<sup>th</sup> day of June, 1997, before me, the undersigned, a Notary Public in and for said county, personally came Ronald A. Henn, President of E. V. Co., Inc., a Nebraska Corporation, to me personally known to be Secretary/Treasurer and identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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

[Signature]  
Notary Public

