

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

For the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and successors in title to the property known as Halford's CHERRY HILLS and located in Washington County, Nebraska, which is more particularly described as:

Lots 1 through 30, all inclusive, in Halford's CHERRY HILLS, a Subdivision in Washington County, Nebraska, as surveyed, platted and recorded;

we do hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, transferees, grantees, successors and assigns, to-wit:

- (1) Any and all lots shall be known and designated as residential building plots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and other out-buildings incidental to residential use of the plot. Underground dwellings and one story dwellings will contain not less than 1500 square feet of living area excluding garage. Multi-story and split level dwellings shall contain not less than 1800 square feet of living area excluding garage. Any structure must be completed within one year from the date that the building permit for same is issued. No mobile homes, modular homes, or prefabricated homes shall be permitted at any time.
- (2) No residential building lot shall be resubdivided into building plots of a size less than allowed by Washington County Zoning regulations.
- (3) No noxious or offensive activity shall be carried on upon any lot, including, but not limited to, the discharge of any firearms.
- (4) No structure of temporary character, tent, shack, barn or other outbuilding shall be used on any tract at any time as a residence either temporary or permanent, and no structure previously used shall be moved onto any tract.
- (5) Lots of 3.0 acres or more in size shall be allowed no animals, other than horses, beef animals, fowl, dogs, cats or other household pets. On lots less than 3.0 acres in size, no animals other than dogs, cats or other household pets may be kept.

(6) No trash, junk cars, or other refuse may be thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and all refuse must be hauled away for disposal. No trash or garbage containers shall be visible from the roads.

(7) Septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendation called for as a result of a percolation test. It shall be necessary for the contractor, or contractor-builder, prior to covering any septic system, to notify the Building Inspector that the septic system is ready for final inspection.

(8) Prior to the sale of fifty percent (50%) of Lots One (1) through Eighteen (18) inclusive, by Developer, or January 15, 1992, whichever event shall first occur, the owners of said Lots One (1) through Eighteen (18) inclusive, will cause the organization of a non-profit property owners corporation ("Association") under the laws of the State of Nebraska, formed for the purpose of providing (i) for the maintenance, repair, and improvement of the Streets and Roadways (which shall mean and refer to Cherry Hills Lane, Sunset Drive, and Pioneer Drive as shown upon the plat of said Subdivision) within the Subdivision, and (ii) for the maintenance, repair, and improvement of the Surface Drainage Improvements (which shall mean and refer to any improvements for the control of surface drainage and runoff including, but not limited to detention ponds to be located on Lots one (1), two (2), six (6), and sixteen (16) in accordance with plans and specifications approved by the City and the City's engineer) within the Subdivision. Upon the formation of such organization, the Developer shall transfer, convey, and assign all of his interest, in the Streets and Roadways and Surface Drainage Improvements as they appear on the plat of said Subdivision to such Association.

The Streets and Roadways and Surface Drainage Improvements are not presently dedicated to the public and have not been accepted by any governmental subdivision. Until the Streets and Roadways and Surface Drainage Improvements have been completed by Developer, they shall remain the property of the Developer or the Association, as the case may be, until such time, if ever, that there will be an annexation of Halford's CHERRY HILLS, a Subdivision of Washington County, Nebraska, to the City of Fort Calhoun, and an accompanying dedication and acceptance by said City. Inclusion of dedication upon the subdivision plat filed with the County Clerk of Washington County, Nebraska, shall not effect a change, estoppel or waiver of the foregoing. The Developer and the Association shall forever and until annexation have the sole responsibility, and at their cost, to repair and maintain all Streets and Roadways and Surface Drainage Improvements within the Subdivision, and to hold the public, the State of Nebraska, or any of its political subdivisions, harmless from the same.

The Association shall purchase and provide liability insurance for the Association and for its members with respect to

the Streets and Roadways and Surface Drainage Improvements only, any such liability insurance for the protection of the Owners of any Lots being the responsibility of each Owner.

(9) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until JANUARY 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, except that, at any time an instrument, signed by a majority of the then owners of said property (majority being determined by number of lots owned) agreeing to change said covenants in whole or in part, has been recorded.

(10) If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any of the above-described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to either prevent him or them from so doing or recover damages for such violation.

(11) Invalidatation of any one 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.

Executed: May 21, 1990.

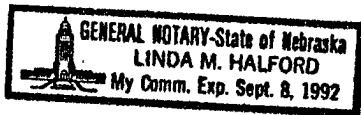
McGOWAN-BERTRAM PARTNERSHIP, a
Nebraska partnership,

By John M. McGowan
JOHN M. McGOWAN, Partner

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on May 21, 1990, JOHN M. McGOWAN.

Linda M. Halford
Notary Public



STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 1398
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
27th DAY OF May A.D. 1990
10:30 O'CLOCK AM AND RECORDED IN BOOK
185 PAGE 339-338
Notary Public Charlotte L. Hansen
Dorothy Morrison

Recorded _____
General _____
Numerical _____
Photostat _____

CHARLESTON
WASHINGTON COUNTY
BLAIR, NEBR

MAY 23 PM 1:16

FILED