

R+R
James D. Andreasen
18002 Murray Trail
Gretna, Ne. 68028

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001 20245
2001 JUL -3 P 4: 23 P
Sharon J. Dowling
REGISTER OF DEEDS

Counter LSA
Verify M
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Proof AK
Fee \$ 41.00
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Murray's Rusty Rose Ranchette's Covenants

These covenants will replace the Murray's Rusty Rose Ranchette's covenants recorded on July 6, 1977 with the Sarpy County - Register of Deeds in Book 50 – Page 550.

These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the real estate described, until July 7, 2027. These covenants will automatically be renewed for each 10-year period thereafter, unless altered by 75% of the then owners, lots 1 through 12 inclusive.

Invalidation of any of these Covenants by judgement or Court Order shall in no way effect any of the other provisions. These Covenants may not be modified, altered, or waived without the written approval of at least 75% of the lot owners in the subdivision.

Construction/Dwelling

Prior to any construction or grading on any lot, the owner shall, if required by County building codes and zoning laws, obtain the appropriate permits for the planned project.

In addition, construction on or improvements to any lot shall be subject to the following restrictions:

The exterior construction of each and every structure must be completed within one year after the excavation for the footings.

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The ground floor area of each dwelling shall contain not less than 1200 square feet of finished living space (exclusive of porches and breezeways) and the foundation walls (exclusive of porches and breezeways) must enclose a ground area of not less than 1200 square feet. Dwellings shall not exceed two stories in height or more than 35 feet. No trailer, basement, tent, shack, garage, barn or other building erected, constructed or placed on any part of said lots, shall at any time be used as a residence temporarily or permanently.

Dwelling minimum yards; front yard set back shall be 70 feet, except Lots 5, 7, and 8 shall have a 100 foot minimum set back from "Murray Trail" Street on any yard and held to the minimum on the front and side yards, all other side yard set back to be 25 feet minimum, and rear yard minimum to be 50 feet. Dwelling on lot 5 shall face 182nd Circle Street and the dwelling on lot 7 shall face 181st Circle Street.

All dwellings shall have an enclosed garage of not less than 400 square feet and each to have a minimum of two stalls. If no garage is built onto or under the dwelling the detached garage becomes one of the accessory buildings and must be completed within one year after the footings are poured for the dwelling. No building shall be constructed between the front dwelling line and the front property line.

Each garage must have a driveway of Portland cement, asphalt or rock and be constructed at the same time the garage is built.

No water-cooled air conditioning unit shall be operated or used in any dwelling unless operated in conjunction with water conserving tower or devise.

Accessory Buildings

Prior to any construction or grading on any lot, the owner shall, if required by County building codes and zoning laws, obtain the appropriate permits for the planned project.

Accessory buildings shall be constructed a minimum of 100 feet from the front lot line and behind the dwelling front and side yard set back when on an adjacent corner.

A maximum of two accessory buildings will be permitted on each lot.

No accessory building shall be constructed closer than 15 feet to its rear or side lot line.

Accessory buildings shall not exceed 20 feet in height and 2500 square feet in size.

Occupancy

Except for such lot or lots, or part thereof as may from time to time be occupied or used for educational, recreational, religious, or other non-profit public purposes to the extent permitted by applicable zoning regulations and this declaration, no lot shall be occupied

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or used for such residential purposes at a density greater than a single-family residence for each lot.

No lot shall be permitted to be used for a business venture that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

Lot Appearance

No ponds, surface lagoons or water dam, will be permitted; nor anything that will deter or change the naturalness of either creek.

None of the lots 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 eyes; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

No automobile, truck, motorcycle or other vehicle shall be repaired, dismantled or stored on any lot except in an enclosed structure or within the confines of a privacy fence.

All fuel tanks shall be hidden with a screen, hedge, etc., and must be behind the front and side set back of the dwelling.

No advertising sign or other poster shall be maintained on any lot except a sign belonging to the owner advertising his/her lot for sale.

No excess or unused building material or materials will be kept, or stored, or otherwise maintained on any lot in a location within public view, other than for use with approved or permitted construction.

No junk, rubbish, waste material, or other refuse will be abandoned, stored or otherwise be maintained on any lot.

Tower mounted antennas for TV; radio or cellular communications are not allowed in the subdivision.

Satellite antennas for dish systems are allowed in the subdivision.

Trees and Shrubs

Four trees must be planted on each lot **within one year** after the excavation for the dwelling footings, or before, and maintained in good growing condition, or replaced as necessary.

No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use or maintenance of any street or walk or

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the unobstructed view of the street intersections sufficient to the safety of pedestrians and vehicles.

Owners will take whatever steps necessary to control noxious weeds and ground cover shall be maintained on all lots in order to prevent erosion and all dead trees and shrubbery must be removed. All lots to be kept free from weeds and debris.

Agricultural crops may not be grown on lots with the exception of a garden. Sweet corn in garden area for personal use is exempt.

Animals and Pets

Sarpy County zoning and animal control laws govern the type and number of pets/animals permitted on residential agricultural zoned acreages. Each lot owner shall comply with existing County regulations regarding type and number of pets/animals maintained on the property.

All animal shelters shall be located to the rear of the dwelling.

On corner lots, said livestock shall be maintained no closer to the street than the dwelling set back on the adjoining lot.

Any area where livestock is maintained or kept shall be maintained at all times, in a neat, clean and orderly manner. Manure in stables must be maintained so those odors are kept to a minimum. All manure must be removed from the premises as needed to assure the area is kept neat, clean and odor free.

All fencing must be kept in good condition and not allowed to deteriorate or look shabby.

The owner of each lot shall take all reasonable and necessary steps to insure adequate rodent control.

Covenant Waiver Process

If any lot owner requesting an exception to alter one of the covenants must have a petition signed by 75% of the current lot owners. The petition document must include a brief description of the project with attached plans/drafts of the proposed project.

The proposed change if approved will not alter the covenant document. The approved change will grant the requestor an exception to the covenants.

Association Officers and Responsibilities

The association officers will consist of the President and Secretary. The President's duties include presiding over yearly association meetings and appointing ad hoc committees as needed. The combined responsibilities of the President and Secretary include, scheduling yearly meetings, handling all bookkeeping functions, resolving all

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complaints from the lot owners, taking minutes at each annual or special meeting and distributing the minutes to each lot owner, etc.

Each officer will serve a three-year term. There are no term limits.

If an officer cannot continue his or her term, a special meeting will be called to elect an individual to complete the term.

The Association will be required to have an annual meeting.

An association fee of \$100, per lot, per annum will be due on February 1st each year. Assessments may be required for the maintenance of all roads, rock for the roads, general maintenance, signs, etc. in the subdivision.

A delinquent fee can be a lien upon the indebted lot.

Definitions

Lot shall mean and refer to any plot of land shown upon recorded subdivision plat.

Dwelling shall mean and refer to any building situated upon recorded lot and used for the occupancy as a residence by a single family.

Accessory building shall mean all other buildings located on the lot.

Covenant Violations

Any other person or persons owning any part of said real estate shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent from so doing or to recover damages or other dues from such violations.

Plat Description

Norman P. Whitney was the surveyor who originally surveyed the land that constitutes the Triple R Subdivision. Surveyed, platted, recorded and approved in June of 1977.

The land is located in the in the East Half of the Southeast Quarter of Section 32, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, consisting of 53.86 acres, more or less, and more particularly described as follows:

Commencing at the east Quarter corner of said Section 32 as the point of beginning; thence due South (assumed bearing) along the East line of the Southeast Quarter of said Section 32 a distance of 1837.00 feet; thence due West a distance of 33.00 feet; thence north 83 degrees, 54 minutes West a distance of 699.21 feet, thence north 88 degrees, 38 minutes West a distance of 594.59 feet to

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a point on the West line of the East Half of the Southeast Quarter of said Section 32; Thence north 00 degrees, 02 minutes East along the West line of the east Half of the Southeast Quarter of said Section 32 a distance of 1,744.68 feet to the Northwest corner of the East Half of the Southeast Quarter of said Section 32; thence South 89 degrees, 38 minutes, 30 seconds East along the North line of the Southeast Quarter of said Section 32 a distance of 1320.24 feet to the point of beginning.

Norman P. Whitney
Registered Land Surveyor
License No. IS-203

Easements

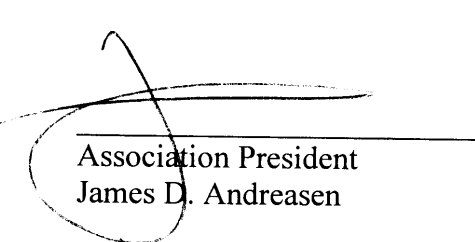
The subdivision dedicates a perpetual easement to the Omaha Public Power District and to the Northwestern Bell Telephone Company, their successors and assigns, and any other public utility or private utility companies, to erect and operate, maintain and repair, or replace any cable or wires or other electric and telephone utility facilities for carrying and transmission of message service over, under, through and upon a five (5) foot strip of land adjoining the side and rear lot boundary lines on all lots.

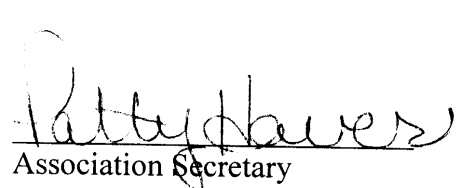
A natural gas easement (Northern Natural Gas Company) applies to lots 5, 6, 7, 8, 10, 11, and shall apply as recorded.

No permanent buildings shall be placed in said five-foot easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid rights herein granted.

Zoning

All lots contained in the Triple R subdivision are zoned "Agricultural Residential District Lots".


Association President
James D. Andreasen


Association Secretary
Patty Haver

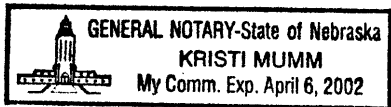
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All signatures were signed on June 12, 2001 in the presence of a notary public.

- Lot 1 James D. Andreasen Jill Andreasen
James D. Andreasen Jill Andreasen
- Lot 2 Eric Kennedy Michelle Kennedy
Eric Kennedy Michelle Kennedy
- Lot 3 Curt Harrington Amy Harrington
Curt Harrington Amy Harrington
- Lot 4 Larry Roberts Barb Roberts
Larry Roberts Barb Roberts
- Lot 5 Dennis Brouse Lori Brouse
Dennis Brouse Lori Brouse
- Lot 6 James Haver Patty Haver
James Haver Patty Haver
- Lot 7 John Plagman Cindy Plagman
John Plagman Cindy Plagman
- Lot 8 Dick Farlow Donna Farlow
Dick Farlow Donna Farlow
- Lot 9 Dan Moore Chris Moore
Dan Moore Chris Moore
- Lot 10 Butch Kalhorn Lana Kalhorn
Butch Kalhorn Lana Kalhorn
- Lot 11 Don Harrell Carol Harrell
Don Harrell Carol Harrell
- Lot 12 George McFarling Jeanette McFarling
George McFarling Jeanette McFarling

Notary Public Information

Kristi Mumm was present for all above signatures.



6-12-01