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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SHANNON ESTATES
BLAIR, WASHINGTON COUNTY, NEBRASKA

THIS DECLARATION made on the date hereinafter set forth by Frank J. Barrett and John F. Hogan, Hogan Family Partnership, hereinafter referred to as the "Declarants."

WHEREAS: Declarant is the owner and developer of certain real property known as Shannon Estates, legal description is attached, "Exhibit A".

WHEREAS: Declarant intends to develop the real estate described hereinabove for residential purposes and to sell fourteen (14) individual lots therein to third party purchasers for the construction of single family dwellings, and 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.

NOW, THEREFORE, in consideration of the premises, Declarants, for himself, his successors, assignees and all future grantees, 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 provisions of this Declaration, all for which is declared to be in furtherance of a plan for the development, improvement and sale of existing homes 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,

The Restrictions contemplated by this Declaration are herewith stated to be as follows:

A. Each of said lots shall be used only for single-family residential purposes.

B. No structures shall be erected, altered, placed or permitted to remain on any "Residential Building" plot or lot, as hereinafter defined, other than one (1) "single-family dwelling" not to exceed two (2) stories in height with either an attached or detached private garage. No larger than 3-car garage is allowed. If the garage is detached, it must be set even with or behind the front of the dwelling. All garages must match the roof design, style and color of building material of the residential dwelling.

These covenants specifically exclude single-wide trailers.

However, the Declarant may allow exceptions to the provisions of this Restriction for the construction of lawn maintenance tool sheds, no larger than 10' x. 12'. These structures shall be located in the rear yard and shall match the roof design, color and building material of the residential dwelling. Another exception would be the erection of a totally enclosed "Morton building" style structure, not to exceed 15' (fifteen feet) in height, and size not to exceed 40 feet by 25 feet.

C. No lot as originally platted 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 larger lot.

D. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done therein which may be, or become, an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind except residential "For Sale" signs or "Open House" signs shall be permitted, placed or permitted on any lot.

No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building lot except where allowed by Washington County. Trash containers shall be screened from view from other lots in the Subdivision except on the day trash is collected. Satellite dishes whether attached to the home or placed upon the lot shall be allowed. Any fuel tank line must be buried beneath ground level.

E. There shall be no trailer or basement used as a dwelling on the premises, nor any shack, garage, barn or other outbuilding erected on said real estate without permits from the city/county building inspector. All garages must match roof design, color and building material of the residential dwelling on each lot.

F. Prior to commencement of construction of any structures, the plans and specifications therefore (including elevations) must be submitted to and approved in writing by the Declarants or their representatives.

The ground floor enclosed living area of main residence, shall be not less than the following minimum sizes:

- (1) A ranch-style home, not less than 1500 square feet;
- (2) A split-entry or raised ranch not less than 1800 square feet;
- (3) A two-story home, not less than 2000 square feet

All residential dwellings shall have a full basement, with the except of split-entry dwellings.

Those shall have a minimum 50% basement.

All finished living space shall be on or above grade. Grade shall be defined as "the grade of the front yard". Finished space shall not include "walk-out basement space". Any exposed concrete or concrete block foundation must be covered with brick or rock on the front and painted on the other three sides to match the color of the home.

All exterior finish on new construction shall be either vinyl or steel siding, brick or wood lap siding.

All purchasers must connect their water line to the city water line hookup that is available to each lot at their own expense. Declarants also reserve the right to be able to tap into this water line for possible future development of other property that is adjacent and owned by the Declarants.

All new construction must install their own septic according to county codes.

H. All buildings shall be located in accordance with applicable zoning regulations.

I. Side and rear fences shall not exceed six feet (6') in height. Front fences shall not exceed forty-two inches (42") in height and must be at least 50% open. Chain link fencing is allowed.

J. Customary house pets may be kept limited to one (1) dog and two (2) cats per household. Care shall be taken to keep these pets within the confines of one's own property. Animals other than customary house pets and one horse per lot are specifically prohibited, except where more than three acres are owned. Two (2) horses are allowed on lots of three to ten acres, and three (3) horses shall be allowed on those acreages of 10.01 or more.

K. No semi-trailer, camper, recreational vehicle, boats or similar vehicles shall be stored or maintained on the premises unless enclosed in a garage. No repair of boats, campers, automobiles, trucks, motorcycles or similar vehicles will be permitted outside of the garage on any lot for any longer than forth-eight (48) hours.

L. 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 earth or any other waste material. No weeds or grass shall be allowed to reach more than a maximum height of eight inches (8"). No field crops shall be grown upon any lot at any time. Vegetable gardens shall be allowed.

M. All lots shall be built upon within two (2) years after purchase.

N. 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.

O. All sewer systems must be installed so as to comply with the existing State/County Health Codes. Such systems must be inspected during installation by an appropriately designated Health Inspector. Where septic tanks are used, they must be maintained in good condition and laterals buried in such a manner that there will be no surface drainage and be so constructed as to comply with the regulations established by the Nebraska Department of Health.

P. Excavation. All excavations, including utility trenches, shall be kept filled, compacted, and maintained by the owner of each lot and in no event shall the undersigned or its agents and associated entities become liable for such work or maintenance or any other claims arising from such excavations. No material other than earth, sand, rock or gravel shall be used as fill or backfill on any lot.

Q. All telephone, electrical power service lines, cable television and gas lines from property line to dwelling shall be underground.

R. All firewood must be cut, stacked and stored within a frame no higher than four feet (4') by four feet (4') and no less than eight inches (8") off the ground. It must be located a minimum of fifty feet (50') from any existing structure.

S. Any pool, whether inground or above ground, shall be located in a fenced area and must be kept locked when not in use.

T. An S.I.D. shall be formed by the Declarants and yearly assessments shall be charged, commencing January, 1996, for the purpose of installing and maintaining city water; inspecting the lift station for the water; to construct and maintain private roads. Fees shall be \$300.00 per year per lot and may be increased only if expenses for maintenance exceed the amounts collected. Overages shall be covered in equal amounts per lot. Declarants shall be named Trustees to serve as a Board of Trustees until successors are elected.

U. Lots 1-14 are subject to an engineered drainage design which accommodates Shannon Estates Subdivision and complies with City regulations. Each lot owner is charged with knowledge of the drainage design and may not alter the same. Each lot owner shall maintain the drainage system located on their individual lot and preserve the integrity of the drainage design. Any lot owner who alters, changes or destroys this design shall be liable for any damages that occur because of said alteration, change or destruction.

V. Exterior lighting and alarms installed on any lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent lots. Any audible alarm system shall be set to sound for no longer than five (5) minutes.

W. Mailboxes shall be mounted on a wooden post or masonry setting and be of a design satisfactory to the U.S. Postal Service and complying with the general statement.

X. DO NOT DISTURB AREAS--Each lot owner shall be prohibited from removing trees within a minimum of 50 feet from the back or sides of their lot line. Said restriction shall NOT apply to fallen trees, diseases or damaged trees and tree removal necessary to facilitate sound forestation techniques and principles. The Board of Trustees shall be responsible for enforcement and control of this provision.

In addition to the tree removal provisions specified above, the following lots will be further restricted to tree removal that utilizes sound forestry techniques and principles using the distances from the property lines as outlined below:

Lot 1: 75 feet from west line, 75 feet from south line.

Lot 2: 75 feet from south line

Lot 3: 75 feet from south line

Lot 5: 100 feet from south line

Lot 6: 100 feet from south line

Lot 7: 100 feet from south line, 100 feet from east line

Lot 8: 100 feet from east line, 100 feet from north line

Lot 9: 100 feet from north line

Lot 10: 100 feet from north line

Lot 11: 100 feet from north line

Lot 13: 54 feet from north lot line (neighbors well is 46' from north lot line--there must be no contamination within 100')

GENERAL PROVISIONS

The Declarants, their assigns, any Owner of a lot named herein shall each have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants and reservations, either to prevent or restrain any violation of same, or to recover damages for such violation. Failure by the Declarants or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

This Declaration and the restrictions contained herein shall remain binding and in full force and effect for a period of twenty (20) years from the date of filing with the Washington County Clerk, at which time this Declaration shall be automatically extended for successive periods of ten (10) years unless by written agreement of a two-thirds (2/3) majority of the then owners of the Lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska.

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

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be duly executed on the 16 day of February, 1996.

Frank J. Barrett
Frank J. Barrett

John F. Hogan
John F. Hogan, Hogan Family Partnership

STATE OF NEBRASKA)
) ss:
COUNTY OF WASHINGTON)

On this 16 day of February, 1996, before me, the undersigned a Notary Public in and for said county, personally came Frank J. Barrett and John F. Hogan, partners, known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Jessie L. Ramsey
Notary Public

My commission expires: 6-23-97



STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 865
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 21st DAY OF MARCH A.D. 19 96
AT 2:58 O'CLOCK P.M. AND RECORDED IN BOOK
350 AT PAGE 418-419
COUNTY CLERK Charlotte L. Petersen
DEPUTY Gaston Maddox

Recorded
General
Numerical
Phaxcel

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
PLAIN, NEBR

96 MAR -8 PM 2:58

FILED

EXHIBIT "A"

All of Tax Lot 29 lying in the S1/2 N1/4 of Section 29, Township 18 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska and more particularly described as follows: Beginning at the center of said Section 29, T 18 N, R 12 E; thence N 00°19'17" W (Assumed Bearing) along the West line of the NE1/4 of said Section 29 a distance of 1027.49 feet to the NW Corner of Tax Lot 29 in said Section 29; thence along the Northerly line of said Tax Lot 29 as follows:

N 89°41'08" E a distance of 1409.47 feet;
S 82°00'26" E a distance of 725.03 feet;
S 38°12'09" E a distance of 830.80 feet to a point on the East line of said NE1/4; thence S 00°12'42" E along said East line a distance of 280.63 feet to the E1/4 Corner of said Section 29; thence S 89°58'50" W along the South line of said NE1/4 a distance of 2636.51 feet to the Point of Beginning and containing 56.68 Acres more or less.