

FILED

After recording, return to:
McGowan -- Fleming Properties, Inc.
P.O. Box 521
Fort Calhoun, NE 68023

99 SEP -8 AM 9:23

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, NEBRASKA
CLERK

AMENDED AND RESTATED 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 know as Shannon Estates and located in Washington County, Nebraska, which is more particularly described as:

Lots 1 through 14, all inclusive, in SHANNON ESTATES, a subdivision in Washington County, Nebraska, 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 re-subdivided into building plots of a size less than originally purchased, unless first approved by the Developer.
3. No noxious or offensive activity shall be carried on upon any lot.
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 2.99 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 2.99 acres in size, no animals other than dogs, cats or other household pets may be kept.

994434
 STATE OF NEBRASKA COUNTY OF WASHINGTON) SS
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 8th DAY OF September A.D. 19 99
 AT 9:23 O'CLOCK A. M. AND RECORDED IN BOOK
307 AT PAGE 548-550
 COUNTY CLERK Charlotte L. Petersen
 DEPUTY Karen Madson

Recorded _____
 General _____
 Numerical _____
 Photostat _____
 Proofed _____

548

307-548

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 County Building Inspector that the septic system is ready for final inspection.
8. The sale of fifty percent (50%) of all of the Lots by Developer 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) the maintenance, repair, and improvement of the Streets and Roadways within the Subdivision, and (ii) for the maintenance, repair, and improvement of the surface drainage improvements. 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 presently dedicated to the public and have not been accepted by any governmental subdivision. The Association shall forever 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.

The Association shall, on an annual basis, project the cost and expense it anticipates will be incurred to perform the duties and obligations of the Association under these covenants and under its Articles of Incorporation and Bylaws. Such projected costs shall be assessed equally against all Lots in the Subdivision. An invoice for such amount shall be sent to the owner of each lot annually, on or close to the same date each year.

9. There shall be no private well drilled on the property or any part thereof except when the water is to be used for closed loop water circulating heat pumps. No other use shall be permitted or allowed for such wells. The purchaser of any lot must pay to Developer, its successors and assigns, at closing, a \$950.00 per lot hook up fee.
10. In addition to the covenants enumerated herein, the above-described property shall be subject to all applicable zoning and subdivision ordinances, rules and regulations of Washington County, Nebraska, and any other political subdivision having jurisdiction over Shannon Estates.

- 11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 2009, 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.
- 12. If the parties hereto, or any of them, or their heirs or assign 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.
- 13. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions, which shall remain in full force and effect.
- 14. These Amended and Restated Declaration of Covenants, Conditions and Restrictions replace previous Covenants filed March 8th, 1996 in Record Book 250, pages 416-419 and Covenants filed August 2nd, 1999 in Record Book 305, pages 703-705, which shall no longer be of any separate force and effect and are hereby rescinded, except for owners of lots previously sold who did not join in these Amended and Restated Declaration of Covenants, Conditions and Restrictions, but are rescinded to all other lots in said subdivision.

Executed this 7th day of Sept, 1999:

McGowan - Fleming Properties, Inc., a Nebraska Corporation,

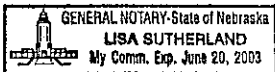
By John M. McGowan
John M. McGowan, President

By Dean R. Fleming
Dean R. Fleming, Vice President

STATE OF NEBRASKA)
) ss
COUNTY OF WASHINGTON)

On this 7 day of September, 1999, before me, a notary public in and for said county, personally appeared John M. McGowan, President and Dean R. Fleming, Vice President of McGowan - Fleming Properties, Inc., who executed the foregoing instrument for the purposes therein contained and acknowledged same to be their voluntary acts and deeds.

IN WITNESS WHEREOF, I hereunto set my hand and official seal



Lisa Sutherland
NOTARY-PUBLIC