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OTOE COUNTY, NE
FEE \$ 45.00

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2011 DEC 6 PM 12 35

James C. Spade

REGISTER OF DEEDS

ENTERED
VERIFIED
SCANNED

Terra Oaks Estates – Restrictive and Protective Covenants

We, the undersigned, acknowledge that the Restrictive and Protective Covenants for Terra Oaks Estates, a subdivision of Nebraska City, Otoe County, Nebraska, as described in the Surveyor's Certificate, on the Plat of said subdivision as recorded in the office of the Register of Deeds of Otoe County, Nebraska Lots one (1) thru ten (10), both inclusive in Terra Oaks Estates, as attached are unchanged and accepted as originally written. As per the original document dated September 17, 2003, the "undersigned" as referred to therein remains as Stelling Investment, Inc., with all provisions and grants of authority remaining the same as originally signed by Stelling Investments, Inc.

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Stephen Stehlik

Kelli Stehlik

Stephen N. Stehlik

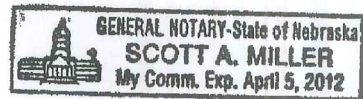
Kelli R. Stehlik

State of Nebraska :

County of Otoe :

The foregoing was acknowledged before me this 22 day of September, 2010, by Stephen and Kelli Stehlik, husband and wife.

Scott A. Miller



Notary Public

Thomas Robinson

Cindy Robinson

Cynthia Robinson

Thomas V. Robinson

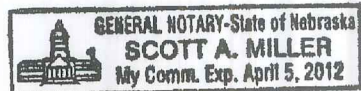
Cynthia L. Robinson (Cindy Robinson)

State of Nebraska :

County of Otoe :

The foregoing was acknowledged before me this 24 day of September, 2010, by Thomas and Cindy Robinson, husband and wife.

Scott A. Miller



Notary Public

Mick Joe

Wendy Joe

Mick Joe

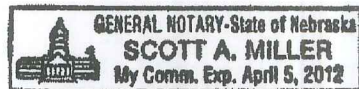
Wendy Joe

State of Nebraska :

County of Otoe :

The foregoing was acknowledged before me this 22 day of September, 2010, by Mick and Wendy Joe, husband and wife.

Scott A. Miller

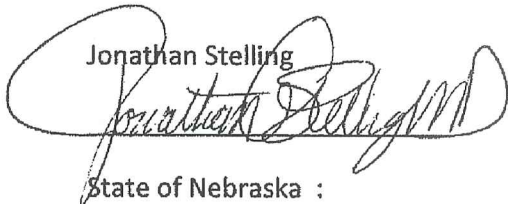


Notary Public

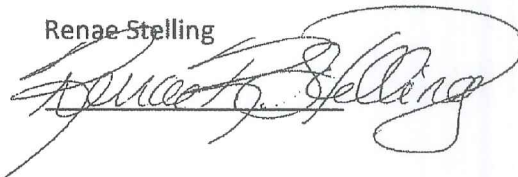
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Restrictive and Protective Covenants – Terra Oaks Estates, Nebraska City, Otoe County, NE

Jonathan Stelling



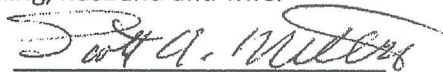
Renae Stelling



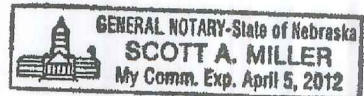
State of Nebraska :

County of Otoe :

The foregoing was acknowledged before me the 21 day of September, 2010, by Jonathan and Renae Stelling, husband and wife.



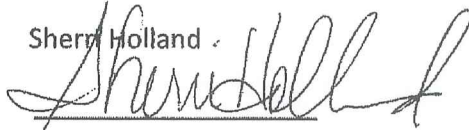
Notary Public



David Holland



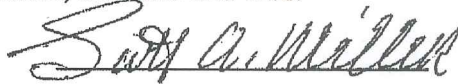
Sherri Holland



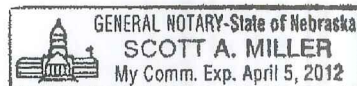
State of Nebraska :

County of Otoe :

The foregoing was acknowledged before me the 22 day of September, 2010, by David and Sherri Holland, husband and wife.



Notary Public



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Roger Sheppard

Roger Sheppard

Eve Sheppard

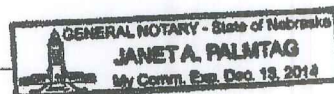
Eve Sheppard

State of Nebraska :

County of Otoe :

The foregoing was acknowledged before me this 23rd day of ~~September, 2010~~ ^{November, 2011}, by Roger and Eve Sheppard, husband and wife.

Notary Public



Francis Remacle

Francis Remacle

Francine Remacle

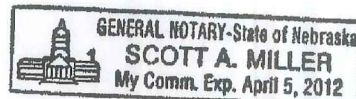
Francine Remacle

State of Nebraska :

County of Otoe :

The foregoing was acknowledged before me this 23 day of September, 2010, by Francis and Francine Remacle, husband and wife.

Notary Public



Melvin Jeanneret

Melvin Jeanneret

Linda Jeanneret

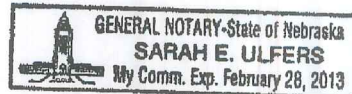
Linda Jeanneret

State of Nebraska :

County of Otoe :

The foregoing was acknowledged before me this 30th day of September, 2010, by Melvin and Linda Jeanneret, husband and wife.

Notary Public



201103127

RESTRICTIVE AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Whereas the undersigned Stelling Investment, Inc., being the sole owner of Lots One (1) through Ten (10), both inclusive, in Terra Oaks Estates, a subdivision of Nebraska City, Otoe County, Nebraska, as described in the Surveyor's Certificate, on the Plat of said Subdivision as Recorded in the Office of the Register of Deeds of Otoe County, Nebraska, desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of lots within the said Terra Oaks Estates Subdivision.

Now, therefore, there are hereby created, declared and established in Terra Oaks Estates, a Subdivision of Nebraska City, Otoe County, Nebraska, the following restrictive covenants, easements, reservations, and requirements upon the lands within such subdivision; that the dedications to public use and the provision for public utility easements shall be perpetual and all other restrictive covenants, reservations and requirements shall run with the land and shall remain in full force and effect and shall be binding on all parties and all persons acquiring title to any of the land described in the Plat referred to above for a period of thirty (30) years from the date hereof, or until amended or rescinded upon the written consent of the owners of record of a majority of the lots in such subdivision, whichever event shall occur first.

If the present or future owners of any of said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for 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 covenant, and to either prevent him or them from so doing or to recover damages for such violations.

Invalidation of any 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. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deem it necessary, or advisable in unusual circumstances or to prevent hardship.

- A. RESIDENTIAL RESTRICTIONS. All lots shall be used only for single-family residential purposes except for such lots, or portions thereof, as may hereafter be conveyed or dedicated for public, church, educational or charitable uses. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall not be less than the following minimum sizes on the following lots:
1. On Lots One (1) through Ten (10), both inclusive, the residential structure shall contain not less than 1,500 square feet for one story or one and one-half story and 1,200 square feet for two story dwellings.
 2. For each single family dwelling there shall also be erected a private garage of a maximum three car capacity which must be attached to the residential dwelling. No other outbuildings shall be nearer than 50 feet to the front

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lot line, nor nearer than 10 feet to the side lot line. In the case of a corner lot, the other outbuildings shall not be nearer than 10 feet to the side street lot line. All such outbuildings shall be constructed of materials which coordinate with the architecture of the principal residential structure.

3. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted size.
4. There shall be no exposed concrete block or poured concrete foundation walls on the front side of the residential structure, and in the case of a corner lot both the front and the side of the dwelling foundation facing the street shall be considered as the front side for the purpose of this restriction.
5. SET BACK LINES: No building or any part thereof, including garages and porches, shall be erected on any lot closer than twenty (20) feet to the front lot line (street right of way), or closer than five (5) feet to either side lot line, or closer than fifteen (15) feet to the rear lot line.

B. UNIFORM GENERAL RESTRICTIONS

1. EASEMENTS. Easements are hereby expressly reserved for the creation, construction, and maintenance of utilities such as gas, water, telephone, telegraph, electricity, sanitary sewers, and storm drains for the benefit of the public, quasi public and private utilities, over, upon and under a Ten (10) foot strip of land designated on the plat for each lot.
2. All buildings within the properties shall be constructed in conformity with the requirements of the applicable zoning and building codes of Otoe County, Nebraska.
3. No advertising signs, billboards, or other advertising devices shall be permitted on any lot within the Subdivision. However, the owner or owner's representative may erect a sign advertising a single lot or home for sale upon the lot being sold.
4. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot within the Subdivision for any commercial purpose. Dogs, house cats, and pet birds may be kept within the confines of the owners property and shall not be permitted to run at large. Any other so called "pets" such as pot-bellied pigs, snakes, zoo animals or exotic breeds shall not be permitted in the subdivision without prior written approval of Stelling Investments, Inc. Outdoor kennels shall be subject to the prior written approval as to style and location of Stelling Investments, Inc.
5. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the undersigned. Trucks, in excess of one ton capacity, or trailers, including camping trailers, are prohibited within the boundaries of all lots, except on a temporary basis. Vehicles of such capacity may be kept within the boundaries of the lots if they are kept inside an approved enclosed structure.

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6. **TEMPORARY STRUCTURES.** No structure or vehicle of any temporary character, or basement or outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. No building constructed "off-site" from this location can be erected or assembled as a principal residence without the written consent of the undersigned.
7. **DIRT FROM EXCAVATIONS.** All dirt from the excavation of basements shall be removed from the premises or distributed in such manner as not to change the general contour of the land.
8. **FENCES.** No fences or hedges shall be erected or maintained on the property of such subdivision which shall unreasonably restrict or block the view of an adjoining lot or which shall materially impair the continuity of the general landscaping plan of such subdivision. For this purpose a hedge or fence should if possible be maintained at no greater height than four (4) feet, and no wall or fence shall be erected or placed within the front setback lines of any lot. Privacy fencing along the lot line bordering Wyuka Cemetary will be six (6) feet tall and consistent in appearance. No chain-link fence may be used. All fencing must be in harmony with the overall design of the subdivision.
9. **TREES.** At the time of the initial occupancy of the main residential structure, the then owner shall plant, there shall thereafter be maintained in a growing state by the owners, at least one deciduous tree (preferably oak) with a minimum trunk diameter of three inches; said tree to be located in the front yard at least ten feet from the front lot line.
10. **SIDEWALKS.** Sidewalks shall be constructed in accordance with city regulations at the expense of the lot owner if the City of Nebraska City should mandate sidewalk construction.
11. **BUILDING PLANS.** Plans and specifications for all structures must be submitted to the undersigned, or their successors or assigns, for written approval as to quality of workmanship and materials, harmony of exterior design, size and existing structures, and as to location with respect to any topography and finish grade elevation prior to the commencement of any construction. The exposed foundation wall or walls, which face the street including both streets of a corner lot, on all main residential structures, must be constructed of or faced with brick or stone. The side or sides of the structure facing Terra Oaks Drive must be constructed of no less than 50% brick or stone. The colors of the primary building materials used in construction of the exterior of any structure, shall coordinate with the surrounding landscape and not be in stark contrast to other subdivision structures. This shall include all future remodeling or revisions and the final disposition of any disputed color schemes shall be at the discretion of the undersigned.
12. **OPTION TO REPURCHASE.** In the event construction of the main residential structure is not commenced within forty-eight (48) months from the date on the face of the original deed from the undersigned, or if such construction is not fully completed within sixty (60) months from said date, then in either case the undersigned shall have the exclusive

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option for sixty days thereafter to repurchase said lot or lots from the then owner for the same price as the undersigned originally sold said lot or lots. Said option may be exercised by written notice and tender mailed to the then owner of record. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclosure and sell the same free and clear of this option.

13. The construction of any principal residential structure or other structure shall be completed within fifteen (15) months from the date construction begins. Failure to complete construction within the allotted time shall result in a fine of fifty (50) dollars per day and payable to the undersigned for equal division among the owners currently residing within Terra Oaks Estates Subdivision

All disputes, questions, or interpretation of the above covenants and restrictions shall be completed at the discretion of the undersigned or their successors or assigns.

IN WITNESS THEREOF, the undersigned being the owner of all of said real estate, have caused these presents to be duly executed this 17 day of SEPTEMBER, 2003.

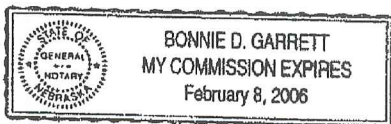
ATTEST:

Bonnie D. Garrett

STELLING INVESTMENTS, INC.

BY:

[Signature]
Genette Stelling



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JBT

RESTRICTIVE AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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If the present or future owners of any of said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for 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 covenant, and to either prevent him or them from so doing or to recover damages for such violations.

Invalidation of any 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. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deem it necessary, or advisable in unusual circumstances or to prevent hardship.

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 2. For each single family dwelling there shall also be erected a private garage of a maximum three car capacity which must be attached to the residential dwelling. No other outbuildings shall be nearer than 50 feet to the front

lot line, nor nearer than 10 feet to the side lot line. In the case of a corner lot, the other outbuildings shall not be nearer than 10 feet to the side street lot line. All such outbuildings shall be constructed of materials which coordinate with the architecture of the principal residential structure.

3. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted size.
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9. **TREES.** At the time of the initial occupancy of the main residential structure, the then owner shall plant, there shall thereafter be maintained in a growing state by the owners, at least one deciduous tree (preferably oak) with a minimum trunk diameter of three inches; said tree to be located in the front yard at least ten feet from the front lot line.
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