

RESTRICTIVE COVENANTS

94-108191

WHEREAS, THOMAS L. ANDERSON, a single person; DONALD S. ROUSH and MARLENE C. ROUSH, husband and wife; and MICHAEL D. ROUSH, a single person, hereinafter referred to as "Owners", are the owners of property located in Section Twenty-seven (27), Township Eleven (11) North, Range Nine (9), West of the 6th P.M., Hall County, Nebraska more particularly described on Exhibit A attached hereto; and

WHEREAS, the Owners are developing the property described above without platting the property into a subdivision or addition to the City of Grand Island, Nebraska. The Owners intend to sell tracts of land containing more than ten (10) acres for residential development. In these covenants the tracts shall also be referred to as "lots".

WHEREAS, it is the desire of the owners to improve the property by encouraging the sale of lots and construction of modern and desirable dwelling houses;

NOW, THEREFORE, in consideration thereof, and of the mutual benefits to be derived by the Owners of said property, and any purchaser or purchasers of lots therein, their heirs, successors, personal representatives and assigns, the owners hereby stipulate and agree that any and all property sold, given, devised, transferred and conveyed shall be and the same are subject to the following restrictive covenants, all of which shall run with the land as follows:

1. All lots shall be zoned and used as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached modern single family dwelling not to exceed two stories in height with not less than a two car attached garage. Only one additional accessory building shall be permitted on a lot and such building shall have the same exterior design, roof and finish as the dwelling house. Lots may not be split or divided to create additional lots. Only one family may occupy a dwelling. No multi-family dwellings shall be allowed.

2. The owner of each lot shall keep the house, garage, and any accessory building in good repair and appearance. The owner of each lot shall also properly maintain the yard, fences, lawn, shore line, bushes, trees and all other portions of the lot in such a manner as will be aesthetically attractive and not degrade the appearance of the property.

3. For purposes of front yard and side yard set back requirements, the zoning and building regulations of the City of Grand Island, Nebraska shall apply. For the purpose of determining the front lot line, it shall be conclusively presumed that the front of the lot is the side which faces away from the lake. The back of the lot shall be presumed to front upon the lake.

4. A one story dwelling shall have not less than 1200 square feet of ground floor area. A story and a half or two story dwelling shall have not less than 1200 square feet of ground floor area. No split level or basement houses shall be permitted. In determining the amount of square footage, all open porches and attached garages shall be excluded from such computation. All dwellings shall have an exterior appearance and elevation in keeping with the native and natural surroundings. All construction shall comply with the building codes of the City of Grand Island.

5. No trailer, mobile home, recreational vehicle, travel trailer, camper, basement, tent, shack, garage, barn, accessory building or other out building shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

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6. No junked, wrecked, inoperative or discarded automobiles, pick ups, tractors, trucks, motorcycles, machinery, equipment or parts thereof or any other kind of junk, garbage, refuse or waste materials shall be stored on the property or on any lots.

7. No campers, trailers, mobile homes or trucks larger than a 1/2 ton pickup truck shall be parked on the property, driveway, or on the street in front of or on the side of the property. Any of the above-mentioned vehicles may be stored inside of garages, but shall not be parked outside dwellings, excepting for loading and unloading, which shall not exceed a twenty-four hour period of time. Self-contained motorhomes or recreational vehicles are allowed on the lots.

8. No sod, earth, sand, gravel, shrubbery or trees shall be removed from the property which shall diminish the value of said property, or hinder the appearance of the property. No unused building materials, junk or rubbish shall be left exposed on the property except during the time of construction on said lot.

9. The owner of the property shall keep the grass, foliage, and weeds thereon cut and mowed in a neat appearance. In the case of vacant property, all weeds and foliage shall be cut not less than twice during the growing season.

10. No fences except ornamental fences including split rail fences shall be allowed within the front yard set-back. Wood, brick, stone and chain link fences may be permitted in side and rear yards.

11. No billboards or signboards shall be erected or allowed upon the property, nor shall any advertising signs be permitted. Signs advertising property for sale or rent are allowed.

12. No noxious or offensive trade or activity shall be carried out upon any lot in the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to other lot owners in the subdivision. No fowl, swine, cattle, sheep or goats shall be permitted on the property or on any of the lots. Any other animals kept on the premises must comply with the City of Grand Island animal ordinances which shall apply to the property. Dogs shall be confined to their owner's lots except when off the lot in the company of the owner of the animal. The breeding of dogs or any other animals for sale shall be prohibited on the property.

13. Water wells for a supply of drinking water shall be located on the lake side of the dwelling houses, and all septic tanks and leaching fields shall be located in the front of the lots as far as practical away from the lake.

14. An approximately sixty (60) foot wide easement has been surveyed and set aside for roadway and utility easement purposes for all lots on the property so that access is available to the lots from South Locust Street. The Owners hereby grant to the purchasers of all lots the nonexclusive use, in common with all other parties who may now or in the future become owners or occupants of lots on the property the right and easement to use the said easement roadway on the property. The Owners shall maintain the gravel roadway between South Locust Street and Tract No. 2 at Owners' expense. Each purchaser of a lot shall maintain the roadway which crosses his or her lot at his or her expense.

15. The lake on the property shall be owned by the Owners. Owners hereby grant to the purchasers of lots, their families, guests and invitees the exclusive use of the water for recreational purposes including swimming, fishing and boating; provided, that no power boats exceeding 10 hp shall be allowed on the lake. Waterskiing and jet skiing is prohibited on the lake.

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16. The Owners and the purchaser of Tract 4 grant to all of the owners of lots and tracts an easement to use the island in the lake lying west of Tract 4 for recreational purposes. The island shall be maintained by the owners of all lots and tracts on the property. No structures shall be erected on the island unless approved by a vote of the owners of a majority of the lots and tracts on the property.

17. Before the Owners sell the final lot on the property, the Owners shall create a homeowners association for the purpose of maintaining the lake and the access road on the property as well as any other purposes which the Owners and a majority of the purchasers of lots agree upon. A non-profit corporation shall be formed and each lot on the property shall be entitled to one vote in the management of the affairs of the corporation and the homeowners association. The record titlholder of each lot shall be entitled to exercise the vote on behalf of the lot. By-laws and regulations may be adopted by the owners of a majority of the lots.

18. These restrictive covenants shall run with the land and shall be binding upon all persons and parties claiming ownership of lots until October 1, 2004, at which time said restrictive covenants shall be automatically renewed for successive periods of ten years each unless amended by the vote of the owners of two-thirds of the lots on the property.

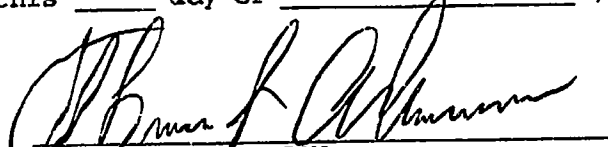
19. If any owner of any lot or his heirs or assigns shall violate or attempt to violate any of the restrictive covenants herein set forth, it shall be lawful for any other person owning a lot to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent him or her from such violation or to recover damages for such violations.

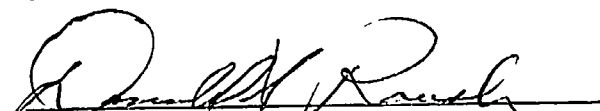
20. If any covenant or portion thereof is declared unlawful or void by a court of competent jurisdiction, the remaining covenants, or portions thereof, shall not be affected, but shall remain in full force and effect.

21. The provisions of these covenants pertain equally to the Owners of the property and the purchasers of the lots on the property. Since the property is located within the zoning jurisdiction of the City of Grand Island, Nebraska, the zoning, construction codes and animal ordinances shall apply to the property. However, wherever these covenants are stricter than the City of Grand Island codes or ordinances, these covenants shall be controlling.

22. This agreement and faithful performance of the terms hereof shall be binding upon the Owners and the successors, personal representatives, heirs, devisees, legatees and assigns of the purchasers, present and future, of any lot or lots on the property.

WITNESS our signatures this 30th day of September, 1994.

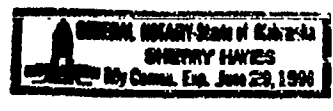

THOMAS L. ANDERSON


DONALD S. ROUSH

108191
Mariene C. Roush
MARIENE C. ROUSH

Michael D. Roush
MICHAEL D. ROUSH

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

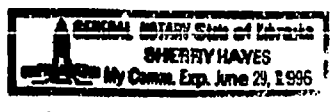


On this 30 day of September, 1994, before me, the undersigned, a Notary Public within and for said county and state, personally appeared Thomas L. Anderson, to me known to be the person who signed the foregoing instrument and acknowledges the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Sherry Hayes
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

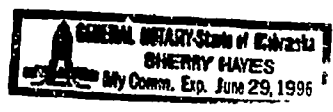


On this 30 day of September, 1994, before me, the undersigned, a Notary Public within and for said county and state, personally appeared Donald S. Roush and Marlene C. Roush, to me known to be the persons who signed the foregoing instrument and acknowledge the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Sherry Hayes
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)



On this 30 day of September, 1994, before me, the undersigned, a Notary Public within and for said county and state, personally appeared Michael D. Roush, to me known to be the person who signed the foregoing instrument and acknowledges the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Sherry Hayes
Notary Public

EXHIBIT A

104-108191

A tract of land comprising parts of Lots Two (2), Three (3) and Four (4), Island, together with the accretion land thereto; part of the Lot Eleven (11) Birch Subdivision; and all of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), all of the above being situated in part of the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$); part of the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$); and part of the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), all in Section Twenty Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska, more particularly described as follows:

Beginning at a point on the east line of the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), said point being Three Hundred Twenty One and Twenty Five Hundredths (321.25) feet south of the northeast corner of said West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$); thence southerly along said east line of the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), a distance of Two Thousand Five Hundred Forty and Seventy Two Hundredths (2,540.72) feet, to the southeast corner of said West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$); thence westerly along the south line of said West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), a distance of One Thousand Three Hundred Twelve and Eighty Two Hundredths (1,312.82) feet, to the center of said Section Twenty Seven (27); thence southerly along the east line of said Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), a distance of One Thousand Three Hundred Twenty Two and Forty Two Hundredths (1,322.42) feet, to the southeast corner of said Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$); thence westerly along the south line of the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), a distance of One Thousand Nine Hundred Forty Four and Eighty Three Hundredths (1,944.83) feet, to a point Six Hundred Sixty (660.0) feet east of the southwest corner of said North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$); thence deflecting right 88° 40' 40" and running northerly, a distance of Six Hundred Sixty One (661.0) feet; thence deflecting left 88° 49' 30" and running westerly, a distance of Two Hundred Twenty Seven and Four Tenths (227.4) feet; thence running northerly along a line Four Hundred Thirty Three (433.0) feet east of and parallel to the west line of said Section Twenty Seven (27), a distance of Six Hundred Fifty Three and Fifteen Hundredths (653.15) feet, to a point on the north line of said Southwest Quarter (SW $\frac{1}{4}$); thence easterly along said north line of the Southwest Quarter (SW $\frac{1}{4}$), a distance of Eight Hundred Seventy Three and Fifty Two Hundredths (873.52) feet, to the southeast corner of Lot Thirty Four (34), Matthews Subdivision; thence northerly along the east line of said Lot Thirty Four (34), a distance of Six Hundred Twenty Six and Three Hundredths (626.03) feet; thence deflecting right 76° 06' 20" and running northeasterly, a distance of Eight and Five Tenths (8.5) feet; thence deflecting right 05° 21' and running northeasterly, a distance of One Hundred Forty Two and Nine Tenths (142.9) feet; thence deflecting left 44° 31' and running northeasterly a distance of Three Hundred Seventy Eight and Eighty Three Hundredths (378.83) feet; thence deflecting right 31° 34' and running northeasterly, a distance of Two Hundred Eighteen and Eighty Five Hundredths (218.85) feet, to a point on a westerly line of Lot Eleven (11), Birch Subdivision; thence southerly along said westerly line of Lot Eleven (11), a distance of Twenty Four and Twenty Six Hundredths (24.26) feet, to a point One Hundred Sixty Five (165.0) feet north of a southwesterly corner of said Lot Eleven (11); thence running northeasterly parallel to the southeasterly line of said Lot Eleven (11), a distance of Eight Hundred Thirty Eight and Sixty Three Hundredths (838.63) feet, to the east line of said Lot Eleven (11), also being the westerly line of said Northeast Quarter (NE $\frac{1}{4}$); thence northerly along said westerly line of the Northeast Quarter (NE $\frac{1}{4}$), a distance of Thirty and Thirty Four Hundredths (30.34) feet, to a point on the centerline of the North Channel of the Platte River, said point being One Thousand Three Hundred Sixty Five and Sixteen Hundredths (1,365.16) feet south of the northwest corner of said Northeast Quarter (NE $\frac{1}{4}$); thence deflecting right 53° 30' 40" and running northeasterly along said centerline, a distance of Two Hundred Forty Six (246.0) feet; thence deflecting left 12° 26' 40" and running northeasterly along said centerline a distance of Eight Hundred Ninety Nine and Seventy Nine Hundredths (899.79) feet; thence deflecting right 30° 16' 20" and running northeasterly along said centerline, a distance of Seventy Two and Eighty Five Hundredths (72.85) feet; thence deflecting right 19° 35' 50" and running northeasterly along said centerline, a distance of One Hundred Sixty Six and Twenty Four Hundredths (166.24) feet; thence deflecting left 21° 10' 20" and running northeasterly along said centerline, a distance of Two Hundred Fifty One and Eighty Four Hundredths (251.84) feet; thence deflecting left 41° 03' 40" and running northeasterly along said centerline a distance of One Hundred Sixty and Thirteen Hundredths (116.13) feet, to the place of beginning.

26 Entered as Document No. 104-108191

STATE OF NEBRASKA) SS COUNTY OF HALL)

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