

59-1804

RESTRICTIVE COVENANTS

DATED: This 21st day of June, 1986.

This Declaration made by James K. Evans & Catherine A. Evans, husband and wife, hereinafter referred to as "Declarants", whether one or more, on the date hereinabove set forth, pertains to a subdivision known as Evansboro Estates, in the SE1/4 of the SW1/4, except the the North 25' of the West 200' of Section 15, T14N, R10E of the 6th P.M., and in the NE1/4, of the NW1/4 except tax Lot 2-B and tax Lot 3 of Section 22, T14N, R10E of the 6th P.M. in Sarpy County, Nebraska, and this Declaration shall be referred to as "Restrictive Covenants", and shall set forth certain Association requirements, covenants, conditions and restrictions relative to the above described real estate.

WITNESS:

- (1) Declarants are the owners of the above described real property.
- (2) Declarants hereby declare that any of the above property sold shall be held, sold and conveyed subject to the following restrictions, covenants and requirements all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property.
- (3) The restrictions and covenants shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described lots or any part thereof, and shall enure to the benefit of each owner thereof.
- (4) Declarants declare that the above described real property shall at no time during the existence of these declarations be modified or replatted, or a variance or exception sought thereon to allow further subdivision or rezoning so as to allow or create additional building lots, except the plat of this subdivision may be amended without the approval required by Paragraph 17 so as to enlarge any of the lots, but the resulting smaller lots may not be smaller than the now existing smallest lot. Further, no more than one single family residential dwelling, of not less than 1,500 square feet exclusive of basement and garage, specifically excluding basement homes, but not solar homes or earth shelter homes, and permitted outbuildings can be constructed on any of said designated lots as set forth in the subdivision plat, or any amended plat.
- (5) No unused building material, junk, vehicles or material of any nature shall be left exposed at any building site except during construction of said building.
- (6) Any dwelling on which construction has begun must be completed, except as to interior work, within one year from the date the digging of the foundation was completed, or the Declarants will thereupon have the right to repurchase the lot at the same price paid, without interest, and any improvements to said lot shall be deemed abandoned by the prior owner.
- (7) Nothing that is visibly offensive shall be stored, parked or abandoned on the premises.
- (8) No obnoxious or offensive activity shall be carried on upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or

(12) No garden or field crops shall be grown upon any portion of any lot nearer to the street than provided for minimum building set back lines herein; and no trees, shrubs, hedges or other plants shall be permitted in such proximity to any lot as will interfere with the use and maintenance of any street or walk or the unobstructive view at street intersections sufficient for the safety of pedestrians and vehicles.

(13) Lot owners shall take what ever steps are necessary to control noxious weeds, and ground cover shall be maintained on all lots in order to prevent erosion.

(14) All trailers, motor homes, boats or other recreational or business vehicles shall be stored either in enclosed structures or to the rear of the rear building line of the residence, but same are never to be used as a temporary or permanent residence. No parking shall be permitted in the road area as designated in the plat of Evansboro Estates. No three or four wheel all terrain vehicles, or any unlicensed recreational vehicle shall be permitted to be driven in the road areas as designated in the plat of Evansboro Estates.

(15) All telephone, cable television and electric power service lines shall be underground. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company (hereinafter referred to as NWB), any company which has been granted a franchise to provide a cable television system in the area to be subdivided, or to their successors and assigns, to erect, operate, maintain, repair and renew underground conduit and wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message service, upon and below a five foot (5') strip of land adjoining the rear, front and side boundary lines of said lots in said addition; said license and easement is granted for the use and benefit of all present and future owners of lots in said addition. No permanent buildings, structures, rock walls, retaining walls, trees or shrubs shall be placed in the said easement ways, but the same may be used for gardens, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

If construction is not commenced on any lot within five years from the date NWB files a document with the Register of Deeds giving notice that installation of the feeder and distribution facilities for the development has been completed, then each such unimproved lot shall be subject to a facility charge payable to NWB or its successors in the amount of \$450.00. Such \$450.00 charge shall be due and owing immediately upon the expiration of the five year period, and if such charge is not paid within sixty days after the sending of written notice by NWB or its successors to the owner of the unimproved lot that such charge is due, then said charge will begin drawing interest commencing upon the expiration of the sixty day period at the rate of 12% per annum or the maximum rate allowed by law if said maximum rate is less than 12% per annum at that time. The above facility charge of \$450.00 shall be void

higher than the top of the roof upon which it is situated, and no radio antenna shall be permitted on any lot, nor shall any radio or other communication equipment be permitted which interferes with AM, FM or television reception.

(17) The Covenants, restrictions and any Association requirement of this Declaration shall run with and bind the land, for a term of twenty five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of not less than 100% of the lots. Any amendments must be recorded.

(18) All Declarations are subject to the power of eminent domain.

(19) Invalidation of any one of these covenants, restrictions or Association requirements as set forth hereafter by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(20) Declarants having incorporated the Evansboro Estates Association Inc., under the laws of the State of Nebraska as a Non-profit Corporation, same hereinafter referred to as "Association", and the purposes of which shall be to provide as follows: those purposes as set forth in the Articles of Incorporation of Evansboro Estates Association, Inc., which Articles by this reference are made a part hereof as if set forth fully herein.

The Association By-Laws requirements, shall more specifically, further provide as follows:

(a) No home or structure of any kind, including fences, dog runs and kennels shall be erected, allowed or placed on any lot in Evansboro Estates, or later modified, until written approval thereof has been obtained from said Association.

(b) No structure will be allowed closer than forty feet (40') from the front lot line nor thirty-five feet (35') from the back and side yard property lines. All structures shall be designed and used in conformity with existing structures, topography and lot grades and in harmony with existing structures.

(c) No retaining walls or landscaping shall be constructed or planted on any lot in Evansboro Estate until written approval thereof has been obtained from said Association.

(d) No dwelling constructed in any other location may be moved to any lot within Evansboro Estates without the express written consent of said Association.

(e) There shall be a forty foot (40') wide scenic easement granted to the Association to preserve and maintain ornamental trees along the West boundry of Lot 1 and along the South boundry of Lot 2, and said trees shall be maintained by the Association, and the costs of reconstruction, maintenance and repair shall be borne by assessments against the lot owners equally as to the total number of lots in this subdivision.

(f) No clearing, transplanting or planting of trees and shrubs can be done without the specific written

bed and surface over the roadways as shown in the plat of this subdivision. Said license and easement is granted for the use and benefit of all present and future owners of said lots in said addition. The costs of reconstruction, maintenance and repair shall be borne by assessments against the lot owners equally as to the total number of lots in this subdivision. The owner of any lot in this subdivision hereby agrees to abide by the rules and regulations promulgated by the Association in regard to road use and traffic regulations.

(i) The owner of any lot, whether a person or an entity, shall be defined as one who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Association, with the provision that the owner of any lot shall be entitled to one vote for each lot. When more than one person or entity holds such ownership interest or interests in any lot all such persons or entities shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

(j) The assessments for the maintenance of Association property shall be paid by the owner(s) of each lot on a pro rata basis of the number of lots in Evansboro Estates, and upon acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, the owner(s) shall be deemed to covenant and agree to pay to the Association any special assessments and/or annual assessments or charges, together with interest thereon and the cost of collection thereof, including attorney fees. Said amount should be a charge on the land and the Association may record such lien in the office of the Register of Deeds and same shall be a continuing lien upon the real property against which each such assessment is made. Each such assessment together with the aforementioned interest and cost of collection shall also be the personal obligation of the person who was the owner(s) of such lot at the time when the assessment fell due. The assessment levied by the Association shall be used exclusively for the purposes as set forth in the Articles of Incorporation of Evansboro Estates Association, Inc., and further as more specifically set forth in these covenants.

The first assessment shall be levied on the 1st day of January, 19 87, and same shall be due ten days after the date of levy and any assessment not paid within thirty days after the due date shall bear interest from the due date at the maximum legal rate chargeable to an individual in the State of Nebraska. In the event the unpaid assessment is not paid within the above referred to thirty day period the Association may, after such thirty day period and during the continuance of default, declare said installment immediately due and payable at its option. The Association may bring an action at law against the owner(s) personally obligated to pay the same, or foreclose the lien against the property. No owner(s) may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of a lot.

The lien of the assessment provided for herein

own individual willful misconduct or bad faith. It is intended that the Board of Directors have no personal liability with respect to any contract made by them on behalf of the Association. Every agreement made by the Board of Directors shall provide that they are acting only as agents for the Association and shall have no personal liability thereunder.

(l) Any notice required to be sent to any member/owner under the provisions of these covenants shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the member/owner on the records of the Association at the time of such mailing. Any approval or disapproval of the Association as required in these covenants shall be in writing. The transpiration of thirty (30) days after submission of said written request or, and the failure to so respond by the Association, shall operate to approve such request as submitted.

(m) Enforcement of these covenants, restrictions and Association requirements shall be by any proceeding at law or in equity by the Declarants, any owner or by the Association against any person or entity violating or attempting to violate any covenant, restriction or Association requirement either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and, failure by the Declarants, the Association or 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.

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written.

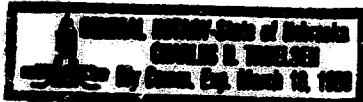
*James K. Evans*  
\_\_\_\_\_  
JAMES K. EVANS

*Catherine A. Evans*  
\_\_\_\_\_  
CATHERINE A. EVANS

STATE OF NEBRASKA )  
 )SS.  
COUNTY OF DOUGLAS )

On this 21st day of June, 1986, before me the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came James K. Evans and Catherine A. Evans, husband and wife, known to me 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 seal the day and year last above written.



*[Signature]*  
\_\_\_\_\_  
Notary Public

\$41.00

52.00

59-1504 E

SECTION 11

AGR AGRICULTURAL RESIDENTIAL DISTRICT (3 acres)

This district is intended to provide a transition from land used for agriculture to a low density residential use with a limited infringement of other uses.

11.1 Permitted Principal Uses:

The following principal uses are permitted in the AGR Agriculture Residence District:

- 11.1.1 Agricultural farms, truck gardens, green houses, plant nurseries, orchards, grain storage facilities, and the usual agricultural farm buildings and structures.
- 11.1.2 Single family dwellings.
- 11.1.3 Roadside stands offering for sale agriculture products produced on the premises.
- 11.1.4 Churches, temples, seminaries, and convents, including residences for pastors and teachers.
- 11.1.5 Public and parochial schools, colleges, universities.
- 11.1.6 Publicly owned and operated buildings and facilities such as community centers, auditoriums, libraries, museums.
- 11.1.7 Fire Stations.
- 11.1.8 Public parks and recreation areas, play grounds, forest and conservation areas, including commercial uses and campgrounds under franchise of the County or State government agencies.
- 11.1.9 Private recreation areas and facilities, including lakes, ponds, country clubs, golf courses, and swimming pools.
- 11.1.10 Public overhead and underground local distribution utilities.
- 11.1.11 Railroads.
- 11.1.12 Irrigation facilities.
- 11.1.13 Hospitals, nursing homes, and eleemosynary institutions.
- 11.1.14 ~~Private and commercial kennels and facilities for raising, breeding, and boarding of dogs and other small animals, provided all buildings and facilities are at least 100 feet from the property line and 2500 feet from any RE, RS, RD, and RG Districts.~~

11.2 Permitted Special Uses:

The following special uses are permitted in the AGR Agriculture Residence District:

59-1804 F

- 1.2.1 ~~Radio and television towers and transmitters.~~
- 1.2.2 ~~Overhead and underground utilities main transmission lines including but not limited to power, telephone, gas, fuel, or fertilizer lines, substations, terminal facilities, and reservoirs.~~
- 1.2.3 ~~Sanitary land fill.~~
- 1.2.4 ~~Commercial recreational areas and camping areas including fishing lakes, gun clubs, rifle ranges, trap shoots, and similar uses.~~
- 1.2.5 Private stables, poultry houses containing not more than 400 square feet of ground floor area and not more than one story in height, rabbit houses containing not more than 100 square feet of ground floor area and not more than one story in height, dog kennels for not more than three dogs in each, barns for not more than one animal for the first acre of land and one additional animal for every two additional acres.
- 1.2.6 Sanitary sewage treatment facilities.
- 1.2.7 Cemeteries, provided mausoleums, columbariums, cinerariums, crematories, and other similar structures shall be located at least 500 feet from all property lines.

1.3 Accessory Uses:

The following accessory uses are permitted in the AGR Agriculture Residence District:

- 1.3.1 Buildings and uses customarily incidental to the permitted uses.
- 1.3.2 Temporary buildings and uses incidental to construction work which shall be removed upon the completion or abandonment of the construction work.
- 1.3.3 General home occupations.
- 1.3.4 Private swimming pools, tennis courts, and other recreational facilities in conjunction with a residence.
- 1.3.5 Private garages, private stables, private poultry houses containing not more than 100 square feet of ground floor area and not more than one story in height, private rabbit houses containing not more than 100 square feet of ground floor area and not more than one story in height, private dog kennels for not more than three dogs in each, private barns for not more than one animal for the first acre of land and one additional animal for every two additional acres.

59-1804G

11.4 Height and Lot Requirements:

11.4.1 The height and minimum lot requirements shall be as follows except as provided in Section 36.

	<u>Lot Area</u>	<u>Lot Width</u>	<u>Front Yard</u>	<u>Side Yard</u>	<u>Rear Yard</u>	<u>Maximum Height</u>
Dwelling	3 Acres	200'	70'	25'	50'	35'
<del>Seasonal Dwelling</del>	<del>10,000 sq. ft.</del>	<del>150'</del>	<del>50'</del>	<del>25'</del>	<del>35'</del>	<del>35'</del>
Other Permitted Uses	3 Acres	200'	70'	25'	50'	65'
Accessory Buildings	---	---	100'	15'	15'	15'

11.4.2 A lot used for a seasonal dwelling which is connected to a community sanitary sewer system and a community water system approved by the County Board may have a minimum lot area of 10,000 square feet and a minimum lot width of 100 feet, except a corner lot which shall be not less than 150 feet in width. No structure may be erected closer than 50 feet to any side street line.

11.5 Other Applicable Provisions:

11.5.1 No new building shall be hereafter erected or any existing building structurally altered with any portion of said building closer than 100 feet to the R.O.W. line of a U.S. or State designated highway or a major County Highway and not closer than 50 feet to the centerline of a minor county road.

11.5.2 ~~A single family house with no basement shall contain at least 1,000 square feet of floor area on one level; a split-level or multi-level single family house shall contain at least 1,200 square feet as the total sum of the nearest floor levels separated by not more than 5 vertical feet provided that the floor level or levels nearest the grade or groundlines used for living purposes shall contain at least 600 square feet; and a single family house with a split entry shall contain at least 1,000 square feet of floor area on the lower story, if more than fifty (50) percent of the space is finished and used for living purposes; all exclusive of garages and other attached accessory floor areas.~~



59-2443  
FILED SARPY CO., NE 15.00  
BOOK 59 OF Misc. Rec. 25004  
PAGE 2443

AMENDED RESTRICTIVE COVENANTS

1986 AUG 15 PM 4:49

DATED: This 15 day of August, 1986.

This Declaration made by James K. Evans and Catherine A. Evans, Husband and Wife, hereinafter referred to as Declarants, whether one or more, on the date hereinabove set forth, pertains to a subdivision known as Evansboro Estates, in the SE1/4 of the SW1/4, except the the North 25' of the West 200' of Section 15, T14N, R10E of the 6th P.M., and in the NE1/4, of the NW1/4 except tax Lot 2-B and tax Lot 3 of Section 22, T14N, R10E of the 6th P.M. in Sarpy County, Nebraska, and this Declaration shall be referred to as "Amended Restrictive Covenants" and shall set forth certain Evansboro Estates Association, Inc. requirements, covenants, conditions and restrictions relative to the above described real estate.

WITNESS:

Only Paragraph (20) of the Restrictive Covenants filed in Miscellaneous Book 59 at pages 1804 through and including 1804G in the Register of Deeds office of Sarpy County, Nebraska on July 2, 1986, shall be modified as follows:

That portion of Paragraph (20), except for sub-paragraphs (a) through and including sub-paragraph (m), shall be amended and shall read as follows:

(20) Declarants having incorporated the Evansboro Estates Association, Inc., under the laws of the State of Nebraska as a Non-profit Corporation, same hereinafter referred to as "Association", and the purposes of which shall be to provide as follows: those purposes as set forth in the Articles of Incorporation of Evansboro Estates Association, Inc., a copy of which Articles are attached hereto; and further, as follows:

That the following additional Restrictive Covenants shall be enforceable by the Association, and said Restrictive Covenants are as follows: sub-paragraph (a) through and including sub-paragraph (m) as set forth in the original Paragraph (20) of the Restrictive Covenants filed in the Miscellaneous Book 59 at pages 1804 through and including 1804G in the Register of Deeds office of Sarpy County, Nebraska, on July 2, 1986.

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals the day and year first above written.

James K. Evans  
JAMES K. EVANS  
Catherine A. Evans  
CATHERINE A. EVANS

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

60-821

## SECOND AMENDED RESTRICTIVE COVENANTS

DATED: February 28, 1987.

This Declaration is made by James K. and Catherine A. Evans, husband and wife, Debbie and Terry Clarke, husband and wife and Keith Darnell, a single person, herein referred to as Declarants, whether one or more, on the date hereinabove set forth, pertains to a subdivision known as Evansboro Estates in the Southeast 1/4 of the Southwest 1/4, except the North 25' of the West 200' of Section 15, Township 14 North, Range 10 East of the 6th P.M., and in the Northeast 1/4 of the Northwest 1/4 except tax Lot 2-B and tax Lot 3 of Section 22, Township 14 North, Range 10 East of the 6th P.M. in Sarpy County, Nebraska, and this declaration shall be referred to as "Second Amended Restrictive Covenants" and shall set forth certain Evansboro Estates Association, Inc., requirements, covenants, conditions and restrictions relative to the above described real estate.

### WITNESS:

Only Paragraphs 8, 14, and subparagraphs c, f and g of Paragraph 20, and 1.2.5 and 1.3.5 in Exhibit A at page 59-1804F of the Restrictive Covenants filed in Miscellaneous Book 59 at pages 1804 through and including 1804G in the Register of Deeds office of Sarpy County, Nebraska on July 2, 1986, shall be modified as follows respectively:

Declarants delete Paragraph (8), Page 59-1804.

Declarants delete the last sentence of Paragraph (14), Page 59-1804A.

Declarants delete subparagraph (c) of Paragraph (20), Page 59-1804B.

Declarants modify subparagraph (f) of Paragraph (20), Page 59-1804B by deleting the entire sentence and modifying said subparagraph to read as follows:

(f) Minimum clearing shall be allowed by the Association.

Declarants modify subparagraph (g) of Paragraph (20), Page 59-1804B by deleting the entire sentence and modifying said subparagraph to read as follows:

(g) In addition to any County zoning requirements, any structure or fencing used for the housing or maintenance of permitted livestock, poultry, animals and pets shall first be approved in writing by the Association and shall be maintained at all times in a clean, neat and orderly manner.

Declarants modify Paragraph 1.2.5, Page 59-1804F to provide that private stables may have up to four hundred (400') square foot of ground floor area, and Declarants modify Paragraph 1.3.5, Page 59-1804F to provide that private garages and private stables may have up to four hundred (400') square foot of ground floor area.

Said Restrictive Covenants filed in Miscellaneous Book 59 at Pages 1804 through and including 1804G in the Register of Deeds Office of Sarpy County, Nebraska on July 2, 1986 and the Amended Restrictive Covenants filed in Miscellaneous Book 59 at Page 2443 in the Register of Deeds Office of Sarpy County, Nebraska on August 15, 1986, are herewith ratified, confirmed and their applicability reaffirmed as to the above described real estate, except to the extent that same have been amended and modified herein.

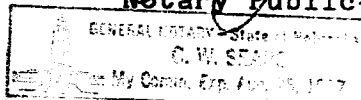
60-821A

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

On this 28<sup>th</sup> day of February, 1987, before me the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came James K. Evans and Catherine A. Evans, husband and wife, known to me to be the identical persons whose names are affixed to the foregoing instrument and who acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

*[Signature]*  
Notary Public

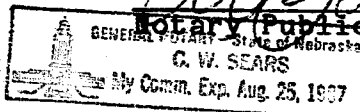


STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

On this 28<sup>th</sup> day of February, 1987, before me the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Terry Clarke and Debbie Clarke, husband and wife, known to me to be the identical persons whose names are affixed to the foregoing instrument and who acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

*[Signature]*  
Notary Public



STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

On this 28<sup>th</sup> day of February, 1987, before me the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Keith Darnell, a single person known to me to be the identical person whose name is affixed to the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and seal the day and year last above written.

*[Signature]*  
Notary Public

