

29-104

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 North 25' of the West 200' of Section 15, T14N, R10E of the North 25' 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 nuisance to any other property owner of any of the above described real property.
 - (9) No commercial livestock or poultry use, contrary to permitted hobby use, shall be permitted.
 - (10) All lots shall be subject to Sarpy County zoning, building and subdivision regulations now in effect as applicable to AGR respectively, unless moroso restricted herein and/or pursuant to the attached Exhibit A, same made a part hereof by this reference.
 - (11) No Hunting, trapping and the discharge of firearms by any lot owner, member of the family of any lot owner or any guest shall be permitted.

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(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 and non assessable in the event construction shall have commenced on at least 90% of the lots in Evansboro Estates within five years from the date NWB files its notice with the Register of Deeds that the facilities have been installed. A lot shall be considered unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be deemed to be commenced if a footing inspection has been made on the lot in question by the appropriate officials of Sarpy County, Nebraska.

(16) Any T.V. satellite dish cannot be larger than 10 feet in diameter, must be perforated and black in color, and must be located at ground level and not nearer to the street than as provided regarding building set back lines herein; further, any T.V. antenna cannot be more than 6 feet

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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 boundary of Lot 1 and along the South boundary 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 approval of the Association.

(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, and manure relative to any or all of the above pets must be collected at least daily and placed in a concrete or metal fly proof container and removed from the premises at least weekly.

(h) A perpetual license and easement is hereby reserved in favor of and granted to the Association for the purpose of reconstructing, maintaining and repairing the roadways, ditches and culverts of a rock and or gravel road

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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 shall be subordinate to the lien of any first mortgage. Sale or transfer of any lots shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to any payment which became due prior to such sale or transfer to the extent the excess sale proceeds after deduction of sale and court costs and expenses of satisfaction of prior liens shall not be sufficient to satisfy the assessment lien. No such sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(k) No member of the Board of Directors of the Association shall be liable to any owner(s) for any mistake of judgment, negligence, or otherwise, except for his/her

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:

- 11.1.1.1 Agricultural farms, truck gardens, green houses, plant nurseries, orchards, grain storage facilities, and the usual agricultural farm buildings and structures.
 - 11.1.1.2 Single family dwellings.
 - 11.1.1.3 Roadside stands offering for sale agriculture products produced on the premises.
 - 11.1.1.4 Churches, temples, seminaries, and convents, including residences for pastors and teachers.
 - 11.1.1.5 Public and parochial schools, colleges, universities.
 - 11.1.1.6 Publicly owned and operated buildings and facilities such as community centers, auditoriums, libraries, museums.
 - 11.1.1.7 Fire Stations.
 - 11.1.1.8 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.
 - 11.1.1.9 Private recreation areas and facilities, including lakes, ponds, country clubs, golf courses, and swimming pools.
 - 11.1.1.10 Public overhead and underground local distribution utilities.
 - 11.1.1.11 Railroads.
 - 11.1.1.12 Irrigation facilities.
 - 11.1.1.13 Hospitals, nursing homes, and eleemosynary institutions.
 - 11.1.1.14 ~~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 2600 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 with the issuance of a special use permit:

- 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 uses 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.

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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.

	Lot Area	Lot Width	Front Yard	Side Yard	Rear Yard	Maximum Height
Dwelling	3 Acres	200'	70'	25'	50'	35'
Seasonal Dwelling	40,000 sq. ft.	150'	50'	25'	35'	35'
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.C.W. line of a U.S. or State designated highway or a major County Highway and not closer than 90 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 1,500 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, in more than fifty percent of the space is finished and used for living purposes. The minimum of 600 feet and one hundred square feet shall be necessary floor area.~~

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ARTICLES OF INCORPORATION

OF

EVANSBORO ESTATES ASSOCIATION, INC.

Received and filed for record
and recorded on film roll No. 8619
at page 576

Allen J. Beermain

Secretary of State

By 47382 MM #26.00

Pursuant to the laws of the State of Nebraska, the undersigned corporation adopts the following Articles as its Articles of Incorporation, forming and becoming a Non-profit Corporation.

ARTICLE I.

The name of this Corporation shall be "EVANSBORO ESTATES ASSOCIATION, INC."

ARTICLE II.

The period of the duration of the Corporation shall be perpetual.

ARTICLE III.

The private property of the members of this Corporation shall not be subject to the payment of corporate debts to any extent whatsoever.

ARTICLE IV.

The purposes for which this Non-profit corporation is organized are:

1. To exercise tax exempt function purposes relative to road maintenance and any and all privileges, rights and interest of the Home-owners of a legally platted residential Subdivision known as Evansboro Estates in Sarpy County, Nebraska; and, further, the purpose of the Corporation shall be for the aquisition, construction, management, maintenance and care of Association property; all of same pursuant to Sections 501(c)(22) and 528 of the Internal Revenue Code of 1954, as amended.

In the furtherance of these purposes, this Corporation shall have all of the powers enumerated in the Nebraska Non-profit Corporation act, subject only to the express limitations of these Articles of Incorporation, and such By-Laws as may be hereinafter adopted, which By-Laws shall, in part, include the following requirements.

1. The Corporation must be operated for the aquisition, construction, management, maintenance, and care of Association property;
2. At least 60% of its gross income for the tax year must consist of amounts received as dues, fees, or assessments from member-owners;
3. At least 90% of its expenditures for the tax year must be for its exempt function purposes;
4. No part of its net earnings may inure to the benefit of any private share holder, member or individual; and
5. Substantially all of the lots or buildings must be used by individuals for residences.

ARTICLE V.

In the event of a distribution of assets on dissolution, or final liquidation, after paying or making provision for the payment of all valid liabilities of the Corporation, the Board of Directors shall dispose of all the assets of the Corporation exclusively for the purposes of the Corporation and in such manner, or to such organization or organizations organized exclusively for charitable, educational, religious or scientific purposes as such shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed by the District Court of the County of which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or

FILED FOR RECORD IN SARPY COUNTY NEBR. April 17 1986 AT 2:00 CLOCK AM

AND RECORDED IN BOOK 27 OF Volume 125 Thany E. Couger COUNTY CLERK.

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organizations, as shall be determined, which are organized and operated exclusively for such purposes.

ARTICLE VI.

The name of its initial regestered agent and the address of its initial regestered office is as follows: Catherine A. Evans, 1714 South 15th Street, Omaha, Nebraska 68108.

ARTICLE VII.

The number of directors constituting the initial Board of Directors shall be three and the names and street addresses of the persons who are to serve as the initial directors are as follows:

1. Catherine A. Evans, 1714 South 15th Street, Omaha, Nebraska 68108;
2. James K. Evans, 1714 South 15th Street, Omaha, Nebraska 68108.
3. John J. Tesar, Jr. 1703 Dianne Avenue, Bellevue, Nebraska 68005.

ARTICLE VIII.

The names and addresses of the incorporators are as follows:

1. Catherine A. Evans, 1714 South 15th Street, Omaha, Nebraska 68108;
2. James K. Evans, 1714 South 15th Street, Omaha, Nebraska 68108.

DATED this 21 day of March, 1986.

(Signature)
 CATHERINE A. EVANS, Incorporator
(Signature)
 JAMES K. EVANS, Incorporator

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 21 day of March, 1986, by Catherine A. Evans and James K. Evans.

(Signature)
 Notary Public



RECORDED
April 15 1986 10:02 AM
 CLERK
 CLERK OF DISTRICT COURT

FILED SARPY CO. NE
BOOK 59 OF Misc. Rec.
PAGE 2443

15.00
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AMENDED RESTRICTIVE COVENANTS 1986 AUG 15 PM 4:49
DATED: This 15 day of August, 1986.

Carl A. Hildebrand
Notary Public

This Declaration made by James K. Evans and Catherine A. Evans and hereinafter referred to as the Deeds 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 North 25' of the West 200' of Section 15, T14N, R10E of the North 25' of 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

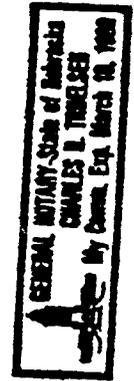
Catherine A. Evans
CATHERINE A. EVANS

STATE OF NEBRASKA)
COUNTY OF DAWES) SS.

On this 15 day of August, 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.

Carl A. Hildebrand
Notary Public



15 AUG 1986