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GYLDEN BAKKE ESTATES COVENANTS

STATE OF NEBRASKA COUNTY OF WASHINGTON BE  
ENTERED IN NUMERICAL INDEX AND FILED FOR REC  
THIS 30th DAY OF July A.D. 19 9  
AT 9:55 O'CLOCK P.M. AND RECORDED IN BK  
195 AT PAGE 752-13611  
COUNTY CLERK Charlotte E. Lister  
DEPUTY Beverly Warren

Re: Part of the NW 1/4 NE 1/4 and all of Tax Lot 9 lying in Section 25, Township 17 North, Range 11 East of the 6th P.M., Washington County, Nebraska, and more particularly described as follows: Beginning at the Northwest corner of the NE 1/4 NE 1/4 of said Section 25, T 17 N, R 11 E, said point also being the Northwest corner of said Tax Lot 9; thence S 90° 00' E (assumed bearing) along the North line of said NE 1/4 NE 1/4 a distance of 331.43 feet to the Northeast corner of said Tax Lot 9; thence S 5° 00' 09" 03" E a distance of 1321.04 feet to the Southeast corner of said Tax Lot; thence N 89° 56' 28" W along the South line of said Tax Lot also being the South line of said NE 1/4 NE 1/4 a distance of 330.71 feet; thence N 89° 55' 00" W along the South line of the NW 1/4 NE 1/4 of said Section a distance of 236.03 feet; thence N 13° 20' 04" W a distance of 473.58 feet; thence S 89° 53' 18" W a distance of 32.70 feet; thence N 00° 09' 03" W a distance of 859.56 feet to a point on the North line of said NW 1/4 NE 1/4; thence N 89° 59' 31" E along said North line a distance of 376.03 feet to the point of beginning; and containing 20.53 acres more or less.

FILED

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CHARLOTTE LISTER  
WASHINGTON COUNTY, CLERK  
BLAIR NEB

Gale Oleson and Kathleen Brockman Oleson, being the owners of real estate described as lots one to nineteen (1 to 19) inclusive, of Gylden Bakke Estates to the County of Washington, Nebraska, do hereby declare that lots one to nineteen in such addition are and shall henceforth be owned, held, used and conveyed subject to the following conditions, restrictions and covenants:

- A. Said lots shall be used only for single family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

No structure shall be erected, altered, placed or permitted remain on any "residential building plot", as hereinafter defined other than one detached single family dwelling not to exceed two stories in height, with attached garage for not less than two cars.

C. No residential structure shall be erected or placed on any building plot which has an area of less than fifty thousand (50,000) square feet, and such said plot of said minimum dimensions when used for residential purposes is herein defined as a "Residential Building Plot". All front yard, side yard and rear yard set back requirements shall conform to a minimum of fifty (50) feet set back on any one of the lot lines.

D. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. All storage tanks and garbage receptacles shall be placed and maintained in asceptically acceptable conditions. All weeds and grass shall be kept cut down to maximum height of eight inches above ground level. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animal, livestock or poultry of any kind shall be raised, brought or kept on said lots, except

, cats or other household pets are permitted if they are not  
pt, bred or maintained for any commercial purpose. All  
excavations, including utility trenches, shall be kept filled,  
compacted and maintained by the then owner of each plot and in no  
event will the undersigned or its agents and associated entities  
be or become liable for such work of maintenance for any claims  
arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure or  
outbuilding of an unsightly nature shall be placed or erected on  
said real estate. Accessory buildings and their said location  
must be approved by the majority of land owners. Only the main  
residential structure may be occupied as a dwelling and such  
occupancy shall not be permitted until all exterior construction  
is fully completed according to approved plans. No building  
materials shall be placed on any lot until construction has  
started on the main residential structure.

F. No fences shall be erected in front of the main residential  
structure except decorative fences not to exceed forty two inches  
(42") in height and constructed of brick, stone, metal, or wood.  
Side and rear yard fences shall be painted and/or maintained in  
such a manner so as not to be unsightly to the neighboring  
properties.

G. The ground floor enclosed living area of main residential  
structures, exclusive or open porches, open breezeways, basements  
and garages shall be not less than the following minimum sizes:

1. 1600 Square feet for one story dwelling.
2. 2000 Square feet for split level dwellings.
3. 1600 Square feet for one and one half (1 1/2) or two (2) story dwellings on the ground floor.

H. Dwellings constructed in another addition or location shall not be moved to any lot within Gylden Bakke Estates.

I. Prior to commencement of construction of any structures, the plans and specifications thereof (including elevations) must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or some veneer on exposed foundations fronting a street. All other portions of exposed foundation must be painted, if not brick or stone veneer.

J. Grading of lots in Gylden Bakke Estates in preparation for construction of dwellings on said lots shall be kept to a minimum and the natural contours of the land shall be preserved where feasible.

K. These covenants, restrictions and conditions shall run with the land and continue until January 1, 2000, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to change same in whole or in part.

If any person, firm or corporation shall violate or attempt to violate any provision hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damage occasioned thereby.

M. Lots 1 and 9 shall have no established access to the adjoining County Road.

N. All structures must be accordance with Federal Aviation Agency regulations.

*Bernard Ole Olson*

*Kathleen Brockman Olson*

STATE OF NEBRASKA )  
COUNTY OF WASHINGTON ) : ss:

The foregoing instrument was acknowledged before me on June 6, 1991 by Bernard Ole Olson and Kathleen Brockman Olson, husband and wife.

*G. P. Drew*

NOTARY PUBLIC

