

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 3123 614
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 28th DAY OF August A.D. 1997
AT 3:18 O'CLOCK P. M. AND RECORDED IN BOOK
270 AT PAGE 614-615
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madison

FILED

97 AUG 28 PH 3:18

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
PLAID NEBB

ADDENDUM TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made as of the 1st day of August, 1997, by E.V. CO., INC., a Nebraska Corporation, hereinafter referred to as the "Declarant",

W I T N E S S E T H:

WHEREAS, on June 27, 1997, Declarant executed its Declaration of Covenants, Conditions, and Restrictions for certain real property owned by it known as Eagle View Subdivision and more particularly described as follows:

Lots 1-40, inclusive, in Eagle View Subdivision, a Subdivision of Washington County, Nebraska

(hereinafter the "Declaration"), and

WHEREAS, the Declaration was recorded on July 11, 1997, in Record Book 268, Pages 554-561 of the records of the County Clerk of Washington County, Nebraska, ex officio Register of Deeds, and

WHEREAS, Declarant wishes to amend the Declaration by adding certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereafter set forth.

NOW, THEREFORE, in consideration of the premises, Declarant for itself, its successors, assigns, and all future grantees and successors in title does hereby impose, create, and place upon the real estate described hereinabove, as an Addendum to the Declaration, the following Restrictions (as defined in the Declaration):

D.(4) All dwelling units on any residential building plot shall be subject to the following minimum setback requirements:

Front Yard	50 Feet
Side Yard	15 Feet
Rear Yard	25 feet

Z. No private well shall be drilled on the real estate or any part thereof except where the use of the water is to be for water circulating heat pumps, and no other uses shall be permitted or allowed. Any such private wells must also utilize a closed loop system.

Noted
G. M. [Signature]

The Restrictions set forth hereinabove are herewith appended to and shall become a part of the Declaration the same as if they had been originally set forth therein, subject to all terms and conditions set forth therein, and shall be enforceable as set forth therein.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to Declaration to be duly executed the date and year first aforesaid.

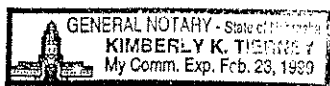
E. V. CO., INC., a Nebraska Corporation,

By Ronald A. Henn
Ronald A. Henn,
Secretary/Treasurer

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this 28th day of August, 1997, before me, the undersigned, a Notary Public in and for said County, personally came Ronald A. Henn, Secretary/Treasurer of E. V. Co., Inc., a Nebraska Corporation, to me personally known to be the Secretary/Treasurer and the identical person whose name is affixed to the above instrument and who acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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



Kimberly K. Tierney
Notary Public

FILED

97 JUL 11 AM 11:53

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR

Recorded 554
General _____
Numbered _____
Filed _____

DECLARATION

2470 } STATE OF NEBRASKA COUNTY OF WASHINGTON) SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 11th DAY OF July A.D. 1997
AT 11:53 O'CLOCK A M. AND RECORDED IN BOOK
268 AT PAGE 554-561
COUNTY CLERK Charlotte L. Petersen
DEPUTY Jaren Madison

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of the 27 day of June, 1997, by E.V. CO., INC., a Nebraska Corporation, hereinafter referred to as the "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner and developer of certain real property known as Eagle View Subdivision and more particularly described as follows:

Lots 1-40, inclusive, in Eagle View Subdivision, a subdivision of Washington County, Nebraska, and

WHEREAS, Declarant intends to develop the real estate described hereinabove for residential purposes and to sell individual lots therein to third party purchasers for the construction of single-family dwellings, and

WHEREAS, Declarant desires hereby to impose upon said real estate mutual and beneficial restrictions, covenants, conditions, and charges under a general plan for the benefit of the owners of said real estate and future owners of the same, and

WHEREAS, Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, it's successors, assigns, and all future grantees and successors in title, does hereby impose, create, and place upon the real estate described hereinabove the reservations, conditions, covenants, and restrictions (all of which are hereby termed "Restrictions") contained hereinbelow. Declarant further declares that said real estate is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, and occupied subject to the provisions of this Declaration, all of which is declared to be in furtherance of a plan for the development, improvement and sale of lots within said real estate and are established for the purpose of enhancing the value, desirability, and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon the real estate; to create reciprocal rights between the respective owners of individual lots therein; to create a privity of contract and estate between the grantees thereof, their heirs and assigns, and shall, as to the owners of any interest in said real estate, their heirs, successors and assigns, operate as covenants running with

562

FILED

97 JUL 11 PH 2:34

AFFIDAVIT

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR NEBR.

Re: Lots 8 and 9, Washington Park Addition
to the City of Blair, Washington County,
Nebraska

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

The undersigned, JOSEPH A. PEARE, being duly sworn and under oath, deposes and states as follows:

1. That I am the surviving grandson of MAZIE ZELLA JENSEN.
2. That MAZIE ZELLA JENSEN died on June 6, 1997, at the age of 92 years.
3. That at the date of death, she resided at Good Shepherd Lutheran Home, 2242 Wright

St., Blair, NE 68008. That at the date of death of my grandmother, MAZIE ZELLA JENSEN, the above-referenced property was held in joint tenancy with right of survivorship with myself. Furthermore, to the best of my knowledge, under the laws of the State of Nebraska and provisions of the Internal Revenue Code, there are no state estate or inheritance taxes due and no federal estate taxes due as a result of the death of MAZIE ZELLA JENSEN.

5. Attached hereto, marked Exhibit "A" and incorporated by this reference herein is a copy of the Certificate of Death of MAZIE ZELLA JENSEN as issued by the Bureau of Vital Statistics, Department of Health for the State of Nebraska.

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 2471
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 11th DAY OF July A.D. 1997
 AT 2:34 O'CLOCK P.M. AND RECORDED IN BOOK
 268 AT PAGE 563-564
 COUNTY CLERK Charlotte L. Petersen
 DEPUTY Karen Madson

Recorded /
 Received /
 Date /
 By /

562

560

law per annum from the date the charges become delinquent, sixty (60) days after levy, until paid, and the Association shall have the right to impose a lien upon the property of Owner in the amount of such unpaid charges and interest.

(3) Promulgate rules and regulations for the use of Golden Lake.

(4) Assess an annual assessment and/or dues to be used for maintenance of public improvements within Eagle View Subdivision. In the event any Owner shall fail to pay the annual assessment or dues within 60 days after a statement for the same is mailed to Owner, the unpaid assessment or dues shall draw interest at the highest rate allowable by law, and the Association shall have the right to impose a lien upon the property of Owner in the amount of such unpaid assessment or dues plus interest.

(5) Maintain and control the use of all areas within the Subdivision designated as Outlots, public areas and/or lakes.

X. Each Owner of a Lot or Lots in Eagle View Subdivision shall automatically receive one Certificate of Membership in the Association for each Lot owned and, by acceptance of a deed to any such Lot, said Owner shall agree to be bound by the Articles of Incorporation, Bylaws, and rules and regulations of said Association.

Y. In addition to the Restrictions enumerated herein, the real estate described hereinabove shall be subject to all applicable zoning and subdivision ordinances, rules, and regulations of Washington County, Nebraska.

In the event that any present or future Owners of any of the real estate described hereinabove, their grantees, heirs, or assigns, shall violate or attempt to violate any of the Restrictions contained in this Declaration, it shall be lawful for the Association or 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 Restriction to prevent him or them from doing so and/or to recover damages or other relief for such violation.

Invalidation of any one of these Restrictions by statute, ordinance, judgment, or Court order shall in no way effect any of the other provisions, which shall remain in full force and effect. The Declarant reserves the exclusive right, in his sole discretion, to modify or waive the Restrictions of this Declaration as to any Lot or Lots in cases where the Declarant deems it necessary or advisable in

560

also be reserved a ten (10) foot strip along each lot line of each Lot in said subdivision for the installation, operation, and maintenance of utilities. In addition, Lakeland Estates Water Co., its successors and assigns, and all public utilities shall have the right to use and occupy those areas designed as Outlots, Lanes and Drives in said platting, the same as if they were dedicated public Outlots, Lanes and Drives.

L. During construction, the builder and Owner will use reasonable measures to deter rain from washing mud into the streets. Reasonable measures include, as a minimum, using bales of hay to stop such flow.

M. No animals other than domestic household pets shall be kept on any Lot, and said pet shall be kept on a leash when not in an enclosure; provided, however, that horses, as allowed by Washington County, Nebraska regulations, may be kept on Lots 6-19, inclusive, only.

N. No automobile shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean parking the vehicle on the driveway (and not on any other part of the Lot) outside of the garage for more than three (3) consecutive days. All repair or maintenance work on automobiles must be done in the garage. The dedicated street right-of-way located between the road surface and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. No automobiles and other self-propelled vehicles may be parked on a subdivision street permanently. Permanent parking of a vehicle shall mean any vehicle that is owned by or the responsibility of a subdivision resident or a guest of said resident if the guest resides with the resident for more than thirty (30) days.

O. All Lots shall be kept free of rubbish, debris, merchandise, and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of any waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where dwellings have not yet been constructed, shall be allowed to reach more than a maximum height of twelve (12) inches. No material other than earth, sand, rock, or gravel shall be used as fill on any Lot.

P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

the land for the benefit of each and all other owners of said real estate, and this shall be so, even if said Restrictions are omitted from any deed or instrument of conveyance of said lands, or any part thereof.

By accepting the delivery of a deed to any of said lots, a grantee shall bind himself, his heirs, personal representatives, administrators, successors, assigns, and grantees to observe and perform all Restrictions as fully as if they have joined in this Declaration.

When used in this Declaration, the following terms shall be defined as set forth hereinbelow:

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1-40, inclusive, of Eagle View Subdivision.

"Lot" shall mean and refer to Lots 1-40, inclusive, of Eagle View Subdivision, or any one of them individually.

"Declarant" shall mean and refer to E.V. Co., Inc., a Nebraska corporation.

"Association" shall mean and refer to Eagle View Association, Inc., a Nebraska non-profit corporation, of which each Owner shall be a member.

"Committee" shall mean and refer to the Design Review Committee, which shall be appointed by the Association.

The restrictions contemplated by this Declaration are herewith stated to be as follow:

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, charitable, or non-profit recreational uses.

B. No structure shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one single-family dwelling not to exceed two stories or 35 feet in height, whichever is less, and accessory buildings, as hereinafter defined.

unusual circumstances or to prevent hardship.

This Declaration and the Restrictions contained herein shall remain binding and in full force and effect from the date hereof until the 1st day of June, 2007, unless at any time waived, changed, or amended in writing by the Owner or Owners of a majority of the Lots comprising the real estate described hereinabove, and after the 1st day of June, 2007, this Declaration and the Restrictions contained herein shall be automatically extended for successive periods of ten years unless by vote of the then Owners of a majority of the Lots comprising the real estate described hereinabove it is agreed to waive, change, or amend said Restrictions in whole or in part. In connection with the waiver, change, or amendment of said Restrictions at any time, there shall be one vote for each platted Lot.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed the date and year first aforesaid.

E. V. CO., INC., a Nebraska Corporation,

By Ronald A. Henn
Ronald A. Henn,
Secretary/Treasurer

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this 27th day of June, 1997, before me, the undersigned, a Notary Public in and for said county, personally came Ronald A. Henn, President of E. V. Co., Inc., a Nebraska Corporation, to me personally known to be Secretary/Treasurer and identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

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

John R. O'Hanlon
Notary Public

