

COPY

DECLARATION OF RESTRICTIVE COVENANTS

1. **PROPERTY AFFECTED:** The undersigned, Craig Wyatt and Keri Wyatt, husband and wife, are the Owners of the following described real property, hereinafter referred to as the Development:

Tracts 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Country View Estates being part of the SW¼ of Section 10, Township 33 North, Range 48 West of the 6th P.M., Dawes County, Nebraska, as surveyed, platted and recorded.

2. **PURPOSES.** The Owners make the following Declarations as to limitations, restrictions and uses to which the tracts constituting the Development may be put, hereby specifying that this Declaration shall constitute covenants to run with all of the land in the Development, as provided by law, and shall be binding on the Owners, their successors in interest and all persons claiming under them, and for the benefit of and limitations upon all current and future owners in the Development. As tracts are sold, Owners reserve the right to continue to use the remaining tracts for agricultural and ranching purposes consistent with their current use until all tracts are sold.

The covenants and restrictions contained herein are intended insofar as is possible to create and keep the above described Development desirable, attractive, beneficial, free from nuisances, and suitable in architectural design, materials and appearance, and to guard against fires; all for the mutual benefit and protection of all of the current and future owners of property in the Development.

3. **TYPE AND SIZE OF DWELLINGS AND STRUCTURES.** Each tract in the Development shall be used for single family residential purposes only. All construction on the tracts shall be new construction and restricted to one single family dwelling which may include an attached garage, and one additional out building. No dwelling shall be constructed, erected or maintained on any tract which does not have a minimum of One Thousand Two Hundred (1,200) square feet of living space on the main floor, not to include the attached garage. The one additional out building shall be finished with the same material and color as the dwelling, or be of a pre-painted steel construction. No trailer home, modular or double-wide trailer shall be permitted in the Development. Except as provided herein, no trailer, tent, shack, barn, or other outbuilding shall be permitted, erected or maintained on any tract in the Development for use as a residence, either temporarily or permanently, or for any other use including that of warehousing or storage.

4. **SUBDIVISION.** No tract shall be subdivided into smaller tracts nor shall any tract or lot be increased in size.

5. **EASEMENTS.** Easements for roads, access and/or utilities are hereby reserved as shown or described on the plat of the Development. No structures, fences, trees, or other obstructions of any kind shall be located in, on or under any designated easements and/or rights of way for roads, access or utilities. Gardens, native grasses, flowers and shrubs shall be permitted in the designated easements provided they do not obstruct or impair traffic or damage the actual road bed, and provided further such items shall be removed if they do obstruct access or impair utility services.

6. **FENCES.** Fences may be constructed, erected or maintained around the perimeter of any tract but shall not exceed eight feet in height, and shall not obstruct easements for access and utilities as prohibited in paragraph 5.

7. **SIGNS AND TOWERS.** No towers, signs, billboards or other advertising structures of any kind shall be erected, constructed or maintained on any tract for any purpose with the exception of small signs for identification, or those used in any subsequent sale of that tract in the Development.

8. **WATER, SEWER AND OTHER UTILITIES.** Each tract owner shall provide his or her own private water system, septic tank or sewage disposal system which must be approved by the Nebraska Department of Health and comply with its rules and regulations. Sewer lines and septic systems may not be located outside the tract lines, or in any easements or rights of way for roads.

9. **TRASH AND OTHER DEBRIS.** No trash, garbage, or other refuse shall be deposited on any land within the Development, and there shall be no burning of refuse outdoors. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles shall be screened from public view and protected from disturbance. Furthermore, no salvage or damaged vehicles, machinery, scrap iron, tires, batteries, underground tanks, or other debris shall be kept, stored or maintained in the Development, other than machinery that is being used to keep a tract mowed and/or farmed.

10. **LIVESTOCK.** No more than two horses, or two head of cattle, or five sheep, and a small number of poultry shall be kept on a tract in the Development. No other non-household pets shall be allowed. Dogs, cats, and other usual household pets may be kept for family enjoyment but must be controlled so as to not create any public nuisance. The total number of dogs shall be limited to two excepting those pets confined at all times to the residential structure.

11. **SET BACK REQUIREMENTS.** There shall be a minimum tract set back of fifty feet from all boundary lines for all structures constructed on each tract.

12. **LANDSCAPING.** All natural surface areas disturbed by construction shall be returned promptly and as nearly as possible to their natural state or landscaped.

13. **CONTINUITY OF CONSTRUCTION AND COMPLIANCE WITH CODES.** All structures commenced in the Development shall be prosecuted diligently to completion and the exterior shall be completed within twelve (12) months of the commencement of construction, weather permitting. All structures shall comply and be built in conformity with the Municipal Code, Uniform Building Code, the Electrical Code and the Fire Code in effect at the time construction is commenced.

14. **ROADS AND RESTORATION OF ROADS.** Initially, the Owners shall construct a 40 foot Private Access Road, that begins at the South 1/16 corner of the SW 1/4 of Section 10, runs thence to the SW 1/16 Corner, runs thence to the C-W 1/16 Corner, and ends at the northwest corner of Tract 1 in Section 10. Thereafter, the cost to keep and maintain such road shall be apportioned by and between the tract owners as follows:

<i>Tract No.</i>	<i>% Share of Cost</i>
1	30
2	25
3	20
4	15
5	0
6	5
7	5
8	0
9	0

Tracts 5, 8 and 9 shall not be responsible for any of the cost of keeping and maintaining the above described Private Access Road because these three tracts have direct access from Beaver Valley Road and/or McHenry Road. No Private Access Road shall be constructed between Tracts Four, Five and Six at this time, and the Owners have no obligation to do so in the future.

Each tract owner(s) shall construct a driveway from the Owner'(s)'main access road onto the owner'(s)' tract at the tract owners expense.

15. **ROAD COMMITTEE.** One owner from each of Tracts 1, 2, 3, 4, 6 and 7 shall serve on a Road Committee. The Committee shall meet at least twice a year to determine the nature and extent of repairs, maintenance, and/or improvements to the Private Access Road that runs from the South 1/16 corner of Section 10 to the northwest corner of Tract 1, and the cost of such work. Each committee member shall be entitled to vote on proposals for road work, and the voting shall be weighted in the same proportions as set forth in paragraph 14 above for cost allocations. In other words, Tract 1 shall have 30 votes, Tract 2 shall have 25 votes, and so on. Before any such road work is undertaken, it must be approved by 70 of the 100 outstanding votes. For instance, if the committee member from Tract 1 is opposed to a proposal, the remaining committee members must unanimously support the proposal.

16. **NUISANCE AND FIREARMS.** No noxious or offensive activity shall be carried on within the Development; nor shall anything be done or permitted which shall constitute a public nuisance therein; nor shall any firearms be discharged within the Development, provided however, in case of pest removal or permission by adjoining tract owners a firearm may be discharged.

17. **COMMERCIAL ACTIVITIES.** No commercial activities shall be allowed and/or conducted on, in or within the Development other than home based businesses that do not violate any of the other covenants of these restrictions.

18. **DURATION OF COVENANTS.** The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by an instrument duly acknowledged and recorded in the office of the Register of Deeds of Dawes County, Nebraska, and executed by the then owners of seventy-five percent (75%) of the privately owned tracts included within the boundaries of the Development.

19. **APPLICABILITY OF LAWS.** If any law, code or regulation is more stringent or restrictive than these covenants, then such law, code or regulation shall govern and control and take precedence over the terms and provisions of this Declaration. If the terms and provisions of this Declaration are more stringent or restrictive than any applicable law, code or regulation, then this Declaration shall govern, control and take precedence over any such law, code or regulation.

20. **ENFORCEMENT.** If any person shall violate or threaten to violate any of the provisions of this instrument, any person or persons owning real property in the Development may institute proceedings at law or in equity to enforce the provisions of this Declaration, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations.

21. **SEVERABILITY.** Invalidation of one of the provisions of this Declaration by judgment or court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

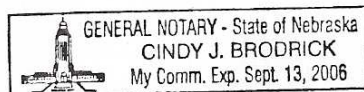
Dated this 31st day of May, 2005.

Craig Wyatt
Craig Wyatt

Keri Wyatt
Keri Wyatt

STATE OF NEBRASKA)
) ss.
County of Dawes)

The above and foregoing instrument was acknowledged before me this 31st day of May, 2005, by Craig Wyatt and Keri Wyatt, husband and wife.



Cindy Brodrick
Notary Public