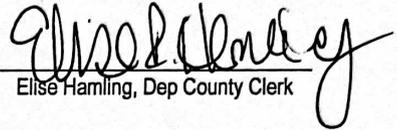


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State of Nebraska, County of Cherry:
The Instrument was filed for record on September 4, 2020
at 10:30 o'clock AM and recorded in Book 54
of Miscellaneous Record Page 263

Brittney Petersen, County Clerk



Elise Hamling, Dep County Clerk

**RESTRICTIVE COVENANTS
OF THE SPRING CREEK ADDITION**

The following restrictive covenants shall apply to Lots 1-5, Spring Creek Addition, a subdivision to Cherry County, Nebraska

1. All lots for residential use only; no commercial businesses shall be allowed. Bed and Breakfast shall be allowed.
2. All building of improvements shall be completed within one year from the time the ground is broken. If needed, all plumbing, HVAC, appliances and septic system be purchased through WPH, LLC.
3. The minimum distance from building line to the front lot line shall be 20 feet.
4. All lots are for single family dwellings only. No duplexes or apartments. The minimum enclosed and finished floor space shall be 1300 square feet, excluding basements, porches, breeze-ways and garages, but including finished walkout basements. One car garage minimum, three car garage maximum on each residence. All residences to be earth-tone or easy on the eye in color - no bright and flashy colors. Fireplace chimneys to be covered with brick, stone or siding.
5. One other out building permitted per residence: 10' x 20' minimum, 960 square feet, maximum. Must be on concrete foundation and must either match existing residence's siding, eaves and roofing or be an appealing design with other quality exterior building material.
6. No satellite dishes larger than 24 inches diameter. No exposed exterior television, radio or broadcasting antennas of any sort shall be permitted on any lot exceeding 10' above any roof line. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view.
7. Exterior lighting installed on any lots shall either be indirect or of such a controlled focus and intensity as not to disturb the residence of adjacent lots. LED only lighting.
8. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of 48 hours shall be permitted on a lot at any time; Nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any lot. No unused building material, junk or rubbish shall be left exposed on the lot except during actual building operation, and then in as neat and inconspicuous manner as possible.

9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a lot (other than in an enclosed structure). During the months of May through September, vehicles may be parked in an orderly manner and as out of site as possible. No motor vehicle may be parked or stored outside on any lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such lot. No grading or excavating equipment, airplanes, truck tractors or tractor/trailers shall be stored, parked, kept or maintained in any yards, driveways, or roads. However, this restriction does not apply during construction period of dwelling.

10. No dumping of grass clippings or debris on vacant lots. All lots, lawns, yards shall be kept free of all unsightly accumulations of garbage, junk, trash, wood and other unsightly materials. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any lot, except when during actual construction. Lots shall be maintained free of trash and debris. Property may have one dumpster for trash service.

11. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any suitable storage facility, except when in actual use. No firewood storage shall be permitted on any lot in excess of two cords and only in the back of the yard or out of site on a flat.

12. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, placed or permitted to remain on any lot, except for one dog house and except to house up to 12 poultry. Dog runs, dog houses, and chicken houses shall only be allowed at the rear of the building, concealed from public view. No livestock or agricultural type animals shall be allowed except above.

13. Absolutely no mobile homes will be permitted on the property or the moving in of existing structures.

14. Any tight fence meant to contain pets or children may only be in line with front of residence to side lot lines and to the rear of the lot. Absolutely no tight fenced front yards. Tight fence would include chain-link, woven, picket, etc. No barbed, wire of any kind on any lot. Fences on the front of lots may run down side lot lines and set back 10' from front lot line. Front fences shall not exceed 4' in height and shall not restrict view and shall be complimentary to the development.

15. All lots shall have a 10' utility easement on all sides.

16. No off-road vehicle activity, including motorcycles, allowed on any lot.

17. All roof pitch to be not less than 5/12.

DATED THIS 3rd DAY OF September, 2020.

Draw, LLC



William W. Ward, Sole Member



[Handwritten signature]

STATE OF NEBRASKA, COUNTY OF CHERRY

State of Nebraska, County of Cherry

1090 & 25th Street

1090 & 25th Street, Omaha, Nebraska

State of NEBRASKA)

Register of Deeds

COGNATE OR DONORAL)ss:

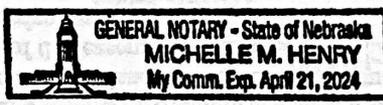
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DIVIS OF NEBRASKA)

County of CHERRY)

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The foregoing instrument was acknowledged before me this 3rd day of September, 2020, by William W. Ward, sole member of Draw, LLC, a Nebraska Limited Liability Company as his voluntary act and deed on behalf of said LLC.



Michelle M. Henry
Notary Public

My commission expires: _____

VALENTINE, CHERRY COUNTY, NEBRASKA

- I, _____, do hereby certify that _____ is the owner of the above described property.
- I, _____, do hereby certify that _____ is the owner of the above described property.
- I, _____, do hereby certify that _____ is the owner of the above described property.

For the purpose of this instrument, the fee simple title holder, _____, is the owner of the above described property. This instrument is intended to be a deed of gift. The fee simple title holder, _____, is the owner of the above described property. This instrument is intended to be a deed of gift. The fee simple title holder, _____, is the owner of the above described property. This instrument is intended to be a deed of gift.

CYLLITE COGNATE EVZREAVAI

1	<i>[Signature]</i>
2	<i>[Signature]</i>
3	<i>[Signature]</i>
4	<i>[Signature]</i>
5	<i>[Signature]</i>