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STATE OF NEBRASKA      FILES FOR RECORD

HOLT COUNTY, ss

Mo. 9 Day 20 2018

At 4:06 O'Clock P M Recorded

In book 105 of Misc

Page 201

CATHY PAVEL, County Clerk

David Arnesen CHIEF CLERK

DEDICATION AND RESTRICTIVE COVENANTS

STATE OF NEBRASKA      )  
                                   )      ss.  
 COUNTY OF HOLT         )

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, all of the fee owners of lots in the Subdivision known as MARANATHA, Holt County, Nebraska, located upon the following described real estate:

The South Half of the Northwest Quarter of Section 27, Township 29 North, Range 11, West of the 6th P.M., Holt County, Nebraska EXCEPT An irregular tract of land located in the SW ¼ of the NW ¼ of said Section 27, described as follows: Beginning at the Southwest Corner of said SW ¼ of the NW ¼; thence N 00°13'31" E (assumed bearing) on the West line of said SW ¼ of the NW ¼, a distance 1207.80 feet; thence S 86°45'37" E, a distance of 739.75 feet; thence S 00°13'31" W parallel with said West line of the SW ¼ of the NW ¼, a distance of 1161.50 feet to the South line of said SW ¼ of the NW ¼; thence S 89°39'07" W on said South line of the SW ¼ of the NW ¼, a distance of 738.76 feet to the Point of Beginning, of which the West 33.00 feet is occupied by a public road,

which lands are described in the surveyor's certificate and embraced within the plat filed on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, with the Holt County Register of Deeds office as to limitations, restrictions and uses to which the lots and tracts constituting the said addition may be put, thereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties hereto and all persons claiming under them and for the benefit of and limitations upon all future owners in said additions; this declaration of restrictions being designed for the express purpose of keeping said subdivision desirable, uniform in value and generally residential in use. Said declarations are as follows, to-wit:

1. These limitations and restrictive covenants shall be binding on all parties hereto and all persons claiming under them for a period of 25 years from the date these declarations and covenants shall be recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the owners of a two-thirds (2/3) majority of the lots, has been recorded, agreeing to change said covenants in whole or in part. Determination of two-thirds (2/3) majority shall be by lot (one (1) vote per lot). Husband and wife or joint owners are one owner.

2. All lots shall be known, described and used as private single residences for the sole use of the respective owner or their designated occupant and for no other purpose whatsoever, except as specifically set forth herein.

3. Requirements for residences are as follows:

- a. Residence above ground level floor space of not less than 1,800 square feet. Said square footages are exclusive of any portion thereof used for a garage or for an outside porch or patio.
- b. No unpainted exterior, except cedar or log siding and no uncolored metal exterior.
- c. No modular home or prefabricated home, or home where a major portion has been preconstructed and brought on site by any wheeled frame or transport.
- d. No previously constructed dwelling or building, except storage sheds, as described below, moved from another location onto any lot.
- e. Only one residence shall be erected or constructed upon any lot shown upon the plat, unless a lot has been split and each tract thereof attached to a full size adjoining lot.
- f. Built on the front half of the lot.
- g. On Lots 1-8 the residence shall be set back a minimum of 75 feet from the center of the utility/easement road.
- h. On Lots 9-16 the residence shall be set back a minimum of 100 feet from the center of the utility/easement road.
- i. At least 300 square feet of brick, stone, rock, natural or man-made material on the front of the residence.
- j. Construction shall start within 60 months of building of any detached garage, barn, or other outbuilding.
- k. Exterior construction completed within 2 years of commencement.

4. Attached garages may not be for more than three cars. Garages shall be compatible with the residence in design, roof line, exterior, etc. Each garage shall have a driveway or other approach as an entryway to said garage. Any person who constructs a residence on a lot located on a street which has previously been paved, shall construct and complete said driveway out of concrete as a part of the residential construction project. Any person who constructs a residence on a lot which does not have a paved street shall construct and complete a concrete driveway within twelve (12) months of the completion of the paving of that street, if and when said street is paved.

5. Other than the permanent dwelling, fences and specific structures as above described herein, no permanent or temporary building, structures, outdoor storage, feed/hay piles, or eyesores of any kind whatsoever may be erected, stored or maintained on said building lots.

6. Homes, structures, fences, yards, hedges, and landscaping shall be properly maintained in good repair and in an orderly and attractive manner with the exteriors generally compatible with other homes in the Subdivision.

7. Requirements for detached garages, barns, or other outbuildings are as follows:



- a. Built entirely behind the residence's back exterior wall.
  - b. Built on permanent foundation.
  - c. No unpainted exterior, except cedar or log siding, and no uncolored metal exterior.
8. Swimming pools shall be underground. Summer child temporary swimming pools are allowed.
9. No television or radio antennas are allowed, except satellite receivers are allowed.
10. All heating and cooling units shall be located behind the residence.
11. Propane tanks, except for grills, etc. shall be buried.
12. Propane tank tops, natural gas meters, electric transformers, phone/internet boxes or any utility connection box shall be landscaped.
13. No noxious or offensive activity shall be carried on upon any lot or in any residence, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood or which may endanger the health or unreasonably disturb the quiet of the owners or occupants of the lots and residences by any person, owner, resident or guest, specifically including but not limited to noise, smell, and external lighting.
14. No outside storage of vehicles, trailers, boats, recreational vehicles, or large units over 20 feet in length is allowed. Vehicles, trailers, boats, recreational vehicles or other units under 20 feet may be stored outside, but shall be located on the back half of the lot.
15. Wells and septic systems shall be at least 50 feet away from property lines and easements and be installed according to any governmental requirement, including but not limited to the Nebraska Department of Environmental Quality.
16. No structure, except fencing, shall be located on a building lot nearer than 25 feet to any side boundary line of said lot.
17. Privacy fencing shall be allowed. Fences shall not extend beyond the required front setback line. All fences shall be placed on the lot boundary, unless otherwise agreed in writing by the parties, which agreement shall be recorded at the Register of Deeds.
18. Hedges and trees shall be planted at least six feet inside the lot side boundary lines, unless otherwise agreed in writing by adjoining owners, and at least ten feet inside the boundary line of the adjoining front street. Hedge and tree growth shall not extend beyond a boundary line and be maintained in good condition.
19. Trees and hedges shall be reasonably maintained in good condition.
20. Lawns and non-permanent landscaping may be placed in the adjoining right-of-way at lot owner's risk of loss for loss by street maintenance, construction, snow removal, etc.
21. Domestic pets (cats and dogs) only shall be kept on any real estate in the subdivision with a maximum of two dogs. Proper kennel facilities shall be erected and appropriately maintained if dogs are to be outside, with the kennel area fenced and to be no more than 100 square feet. Any kennel housing structure is limited

to 32 square feet, the exterior shall match and be compatible with the residence and shall be located behind the residence. Kennel housing shall be incorporated into any accessory structure and not be a separate structure, unless no other accessory structure is located on the building lot or tract. Pets may not run at large outside lot lines. Pet tie downs are not allowed. Vicious dogs are not allowed.

22. No swine, or fowls are allowed.

23. Requirements for livestock as follows:

a. Equine, Bovine, sheep or goats only.

b. One (1) animal for one (1) full acre of lot size.

24. All trash shall be stored inside, except may be placed outside on day of pickup.

25. No manufacturing or commercial enterprise(s) of any kind shall be maintained on any of said lots, nor shall such property in any way be used for other than strictly residential or a purpose set forth herein except as specifically allowed in this Dedication & Restrictive Covenants. No commercial signs for any purpose shall be erected on a lot or placed on any building.

26. All utility lines shall be installed underground. All lines shall be located within the road 66 foot right-of-way, except lines from the right-of-way to the residence or accessory buildings.

27. No recreational motorized vehicle courses or tracks shall be constructed or operated in the subdivision except on streets.

28. These declarations as to setback shall also apply in the event that one purchaser or owner shall use two contiguous lots or one lot and part of a contiguous lot which shall be called a tract, for a building site. In that event the distance shall be measured from the property lines of the tract, rather than the lot lines.

29. Further, we grant a perpetual license in favor of any public utility, their successors and assigns, to operate, maintain and repair said utility service in the locations shown on the plat. Said license being granted only for the use and benefit of all the present and future owners of lots and tracts in said Subdivision.

30. Original owners may harvest hay from undeveloped lots.

31. Until the time accepted by Holt County as public right of way, the cost of maintenance of the streets in the subdivision shall be paid equally by the owners of real estate in the subdivision as the number may be from time to time. Said maintenance shall include, but not be limited to: snow removal, gravel, regular grading. Re-grading shall be done as necessary as determined by a majority of the owners. For purposes of this section the number of owners shall be number of total owners (husband and wife or joint owners are one owner) not by number of lots owned. Each owner shall execute a Driveway Maintenance Agreement at the time of closing to be filed for record at the Holt County Register of Deeds.


32. An estate entry signs/structures may be constructed and maintained on Lot 17.

33. No activity of any type which interferes with the owner's or occupants of the lots and residences peaceful use and enjoyment thereof or is detrimental to or decreases the value of any lot or residence shall be allowed.

34. Lot 17 is exempt from the Restrictive Covenants set forth herein.

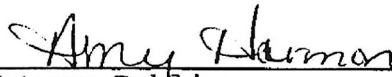
35. It is further declared that invalidation of any of these declarations by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Anchor Agriculture, LLC

BY:   
David Chochon, President/Managing  
Member  
Date: 9/19/2018

STATE OF NEBRASKA     )  
                                  )    ss.  
COUNTY OF HOLT        )

The foregoing DEDICATION, AND RESTRICTIVE COVENANTS was acknowledged before me this 19<sup>th</sup> day of September, 2018, by David Chochon, President/Managing Member of Anchor Agriculture, LLC, A Nebraska Limited Liability Company who executed the foregoing and acknowledges the same to be his voluntary act and deed and the voluntary act and deed of said Corporation.

  
Notary Public

