

State of Nebraska, Knox County, ss. Filed for Record and Entered on Numerical Index this 11 day
of Aug A.D. 1909 at 3 o'clock and 53 minutes P.M. and recorded in Book 28
Page 14 Miscellaneous Record. Wm. N. Iseman, Jr., County Clerk and Ex-Officio
Register of Deeds, By Leann M. Fischer Recording Clerk. Fee \$ 12.50

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

These Declaration of Covenants, Conditions and Restrictions set forth by DARREL L. FARREN and BRENDA D. FARREN, husband and wife, and 4 SEASON MARINE, INC., owners of the real estate hereafter set forth, hereby declare and set forth:

The property subject to this Declaration of Covenants, Conditions and Restrictions is as follows, to-wit:

Lots numbered One (1) through Ten (10), Block One (1) and Lots numbered One (1) through Thirty-three (33), Block Two (2), Grand View Estates, a subdivision in Knox County Nebraska.

1. TRAILER HOMES. No trailer homes or mobile homes are permitted, either temporary or permanent in character.

2. MAXIMUM DWELLINGS. No more than one single family dwelling shall be allowed on each lot in said subdivision.

3. No lot shall be resubdivided except for public utility purposes into smaller lots nor be conveyed or encumbered in less than the full dimension of the lots as shown by the plat of said subdivision of which it is a part without first obtaining written permission from Darrel L. Farren, his heirs, administrators, executors, devisees or legatees.

The owners herein specifically reserve unto themselves, their heirs, administrators, executors, devisees or legatees the right to resubdivide any or all of the lots owned by them.

4. No outside toilet shall be erected or maintained on any lots or lots in said subdivision and no debris or garbage shall be allowed to accumulate on any lot or lots in the subdivision.

5. All buildings and improvements constructed or erected on any of the lots in said subdivision shall be of permanent construction and shall be set on permanent concrete or concrete block foundations which foundations shall extend at least Six (6) feet into the ground and all such, buildings, improvements, garages and other buildings shall be new construction and of sound modern and permanent type.

6. No trailer, basement, tent, shack, garage or other outbuilding shall at any time be used as a residence temporarily or permanently nor shall any other structure of temporary character be used as a residence. No moved in house shall be allowed to be placed on any of said lots.

7. No tree or trees shall be cut down or removed from any lot without first obtaining written permission from the owners herein, their heirs, administrators, executors, devisees or legatees.

The owners herein specifically reserve unto themselves, their heirs, administrators, executors, devisees or legatees the right to cut down or remove any tree or trees on any or all of the lots owned by them.

8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No animals, livestock, poultry of any kind shall be raised or bred or kept on any lot, except that dogs, cats or household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

10. No lot shall be used or maintained as a dumping ground for rubbish; and all trash, garbage or other waste shall be kept in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. Any transfer of title by deed, or otherwise, or of possession by lease, or otherwise, shall be subject to the provisions of the protective and restrictive covenants herein contained.

12. No residence building, carport or garage or any other structures shall be closer than Fifteen (15) feet from the side lot lines, Fifteen (15) feet from the front lot lines facing the streets.

13. No construction equipment, old cars, junk or other offensive materials are to be stored or kept upon said property.

14. No billboards and signs shall be placed upon said property except signs advertising lots or residences for sale and then no larger than 2 X 3 feet in dimension.

15. All plumbing, heating and electrical wiring shall conform with the Farmers Home Administration, Veterans Administration and any state, county or municipal building code.

The above Declarations of Covenants, Conditions and Restrictions shall continue in force for a period of fifteen (15) years from and after the date hereof and shall be automatically extended for a successive period of Twenty-five (25) years unless an instrument signed by a majority of the owners of the lots and tracts has been recorded agreeing to change or void said covenants in whole or in part. The purpose of these declarations is to keep said property desirable, uniform and suitable as hereinafter specified:

If any person, his heirs, administrators, executors, devisees, legatees, or assigns acquiring right, title or interest in or to any portion of said property shall violate any of the covenants herein, it shall be lawful for any person or persons owning any part of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to seek judgment either to prevent him or them from so doing or to recover damages for such violations. The invalidation of any of these covenants by judgment or court order shall not effect any of the other provisions which shall remain in full force and effect.

Dated this 3rd day of ~~December~~ ^{January 1979}, 1978.

Darrel L. Farren
Darrel L. Farren

Brenda D. Farren
Brenda D. Farren

4 SEASON MARINE, INC.

BY Robert E. Frey
Robert E. Frey, Its President

BY Karla L. Frey
Karla L. Frey

MODIFICATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Agreement made July 19, 1984, between Darrel L. Faaran and Brenda D. Farran, of P.O. Box 06923, Ft. Meyers, Florida, 33906, herein referred to as grantor, and Emmett Scott, of P.O. Box 565, York, Nebraska, 68467, herein referred to as grantee.

Grantee is now the owner of the following described real property in Grand View Estates, a platted subdivision located in Knox County, Nebraska:

Block 1: Lots 3,4,5,6,7,8,9,10

Block 2: Lots 3,4,5,7,8,9,10,12,15,16,20,21,23
24,25,26,28,29,30,31 & 33

Grantee has requested grantor to modify the original restrictions contained in the Declaration of Covenants, Conditions and Restrictions filed of record in the Deed Records of Knox County, Nebraska, on January 11, 1979, in Book 28 at Page 14, Miscellaneous Records so as to grant to grantee, his heirs and assigns, the right to use the property as hereinafter provided. Grantors as the former or present owners of real property in Grand View Estates has agreed to such modification as hereinafter provided.

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid by grantee to grantors, the receipt whereof is hereby acknowledged, grantor hereby consents that the original restrictive covenants contained in the declaration dated January 3, 1979, be and the same hereby are changed and modified so that paragraph number 5 be amended to read as follows:

5. All buildings and improvements constructed or erected on any of the lots in said subdivision shall be of permanent construction and shall be set on either permanent concrete or the equivalent of CCA (Chromated Copper Arsenic), pressure treated timbers (S4S) treated at 40 pounds per cubic foot in 4 inch by 4 inch or larger dimensions as terrain and structure shall require, which timbers shall be set in augered footings at least six (6)

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feet into the ground so as to provide minimal surface soil disturbance and all structures, buildings, improvements, garages and other buildings constructed thereon shall be new construction and of sound modern and permanent type.

said paragraph to have full force and become effective upon the execution of this agreement, the same as if fully set forth the above referenced original Declaration of Covenants, Conditions and Restrictions.

In witness whereof, the parties have executed this agreement the day and year first above written.

Darrel L. Farran
Darrel L. Farran - Grantor

Brenda D. Farran
Brenda D. Farran - Grantor

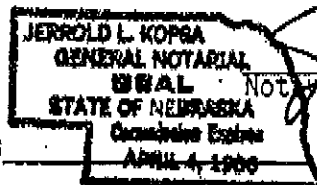
Scott-Hourigan Company, Inc.

By *Ernest Scott* - Grantee
President

STATE OF)
COUNTY OF) ss.

Before me, a Notary Public qualified for said county, personally came Darrel L. Farran and Brenda D. Farran, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on this 19 day of July, 1984.



Jerrold L. Kopsa
Jerrold L. Kopsa

My commission expires

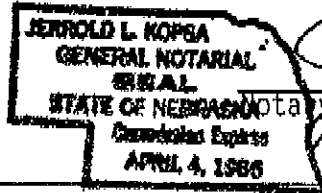
(SEAL)

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STATE OF NEBRASKA)
 : ss.
COUNTY OF)

Before me, a Notary Public qualified for said county, personally came Emmett Scott, President of Scott-Hourigan Company, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal on this 19 day of July, 1984.



Jerrold L. Kopsa

Jerrold L. Kopsa

My commission expires _____

(SEAL)

State of Nebraska, Knox County, ss. Filed for Record and Entered on Numerical Index this 15 day of May A.D. 1985 at 8 o'clock and 30 minutes A.M. and recorded in Book 32 Page 62 Miscellaneous Record. Virginia Buernan, County Clerk and Ex-Officio Register of Deeds, By Carol Buernan Recording Clerk, Fee \$ 15.50

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