

STATE OF NEBRASKA }
LOUP COUNTY } ss.
Filed in the Clerk's office of said County
this 9th day of July 2015,
at 2 o'clock and 40 minutes P.M.
and recorded in Book 11 of
MISCELLANEOUS, Page 459
~~Miss Strawn~~ Deputy Clerk
Tag = 64.00 - Pd

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Property Use Restriction Covenants

This Property Use Restriction Covenant (this "Agreement") is made effective as of the 5th day of June, 2015, by and between Robert J. Ness and Shelley A. Ness, husband and wife, herein "Ness", as the title owner, concerning the real estate described at Exhibit A attached hereto and incorporated herein.

WHEREAS, Ness intends to enter into subsequent Purchase Agreements dated on or after June 5, 2015 for real estate described as all or part of Exhibit A attached, it being the declared intention that the restrictions and covenants herein shall apply to all of said real estate described as all or part of Exhibit A attached, even after any conveyance thereof by Ness.

WHEREAS, Ness desires to make the restrictions and covenants set forth in this Agreement, and all of the terms and conditions set forth below and in conjunction with the conveyance of the property at Exhibit A from Ness to any Buyer be considered as property use restriction covenants binding upon Ness, and all successors and assigns, subject only to the terms herein, and subsequent Buyers or successors to Ness acknowledge that Ness would not have agreed to such conveyance without all of the certain restrictions and covenants set forth in this agreement.

NOW, THEREFORE, in consideration of such mutual benefits, any conveyance, and of the mutual covenants and promises set forth below, the parties agree as follows:

1. The above recitals are hereby incorporated herein by reference.
2. Exclusives and Restrictions.

- a. Ness Property. Ness, its successors or assigns, shall not construct, build, maintain, place, or operate any structure or activity on any of the Ness Property described at Exhibit A in any way that contradicts, or violates the restrictions or covenants herein.
 - b. Buyer. None of the Buyers or their respective successors or assigns shall use or permit the use of any of the Exhibit A Property, or enter into a lease with any other person or entity of any premises situated on any of Exhibit A Property to be used for or allow the use thereof, in whole or in part, in any manner that contradicts or violates any provision of the restrictive uses and covenants in this Agreement.
3. Prohibited Uses/ Restrictive Covenants. All or any portion of the Exhibit A Property shall be prohibited from having any construction, structure, building, or any similar item placed or maintained thereon that contradicts or violates any of the following:
- a. Any habitable structure shall be a single family dwellings only, of at least 1000 sq. ft.
 - b. Unattached buildings are allowed such as post or steel frame structures, which structures may be constructed on the premises in advance of subsequent construction of a single family dwelling that is in compliance herewith.
 - c. No modular or manufactured homes.
 - d. No vinyl siding. No towers or antennas. Flag poles are allowed.
 - e. Attached or Detached lean-to structures will have a maximum height of no more than 10 feet.
 - f. Septic Tanks and leach-fields mandatory. No lagoons or open discharge.
 - g. No outdoor storage of anything. No shipping containers or truck boxes for storage allowed.
 - h. No commercial business or signage allowed.
 - i. Outdoor lighting kept to a minimum.
 - j. At least 50 foot setbacks from any perimeter fence, or boundary line.
- * All of the above items shall be deemed as "Restricted Uses" and "Restrictive Covenants" subject to the terms written herein.

Each Buyer, Successor, or Assign covenants that in the event of a breach of the foregoing provisions, it will make good and reasonable effort to enforce the same and any such person or entity may enforce this Agreement.

4. Severability. Invalidation of any of the provisions set forth herein, or any part hereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any other portion hereof, but such other provisions and portions hereof shall remain in full force and effect.
5. Modification/Cancellation. This Agreement may be modified or cancelled only by mutual written agreement between all the then record owners of all tracts comprising all of the Ness Property described at Exhibit A, and all of Buyers, successors or assigns so long as Ness or any of its affiliates, or any of their successors or assigns, has any interest as either Owner or tenant of all or any portion of the Ness Property at Exhibit A.
6. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.
7. Any notice to be given to either party hereunder shall be sent to the address of record with the county tax collector where tax bills are to be sent for such party.
8. Owner. For purposes of the Agreement, "Owner" shall mean and refer to the then current record owner and its successor and/or assigns, whether one or more individuals and/or entities, of fee simple title, concerning all, or any portion of the Real Estate described at Exhibit A.
9. Covenants Running with Land.
 - a. The restrictions, benefits, and obligations granted and set forth hereunder shall be perpetual (unless and to the extent as may be otherwise stated herein) and create mutual benefits and servitudes running with the land and shall bind and inure to the benefit any Buyer and Ness and each party's respective representative, lessees, successors and assigns, and to any future owner of any tract of land restricted under this Agreement, or any portion of same, regardless of whether this Agreement is mentioned in any future deeds or conveyances.
 - b. The rights granted herein are only in favor of the owners, tenants and occupants of the Exhibit A Property, and not for the general public.

[Signature Page to Follow]