

STATE OF NEBRASKA, County of Loup:

Filed for record and entered in Numerical Index on December 12, 2001, at 11:30 o'clock a.m., and recorded in Miscellaneous Record 10, page 340.

Nixie Davis Deputy
County or Deputy County Clerk - \$39.00 P.M.
Register or Deputy Register of Deeds

AGREEMENT FOR RESTRICTIVE COVENANTS,
RESTRICTIONS AND CONDITIONS FOR "AGGIES ACRES #5 SUBDIVISION"

THIS AGREEMENT is entered into on this 12th day of December, 2001, by MBD Corp., a Nebraska corporation, hereinafter referred to as "Owner", for itself, its successors, grantees and assigns.

KNOW ALL MEN BY THESE PRESENTS:

I.

DECLARATION OF PURPOSE

The purpose of this Agreement is to declare the desire of the party of this Agreement to improve Aggies Acres #5 Subdivision by encouraging the sale of lots and the construction of single family residences.

II.

DESCRIPTION OF LAND

The lands owned by the party to this Agreement which are hereby submitted to this Agreement are a fee simple interest in Aggies Acres #5 Subdivision, part of the South Half of the Southwest Quarter of Section Twenty-Two (22), Township Twenty-Two (22) North, Range Seventeen (17) West of the 6th P.M., Loup County, Nebraska, all as surveyed and platted and as is more particularly described as recorded in the office of the County Clerk in Loup County, Nebraska. The lands submitted to this Agreement include Lots One (1) through Eight (8), all in Aggies Acres #5 Subdivision in Loup County, Nebraska.

III.

COVENANTS, RESTRICTIONS AND CONDITIONS

In consideration of the mutual benefits to be derived by the owners of Aggies Acres #5 Subdivision and any purchaser or purchasers, their heirs, devisees, personal representatives and assigns, the owners stipulate and agree that any and all lots in Aggies Acres #5 Subdivision that are sold, transferred and conveyed, shall be and are subject to the following protective covenants, restrictions and conditions. All covenants, restrictions and conditions shall run with the land and are as follows:

1. Lots Affected; Use of Lots. All lots in the subdivision shall be known and described as residential lots except for well Lot 8. No apartment house, duplex or triplex shall be built on any residential lot, nor shall any basement house be built on any residential lot. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) dwelling. On Lot #1 only one (1) private outbuilding shall be permitted. No outbuilding of any nature is allowed on the other lots of Aggies Acres #5. On Lot #1, the one outbuilding that is allowed can be a combination building that could be used for more than one purpose. The outbuilding shall be for the use only of the occupants of the residence to which they are appurtenant and may be no more than 5,000 square feet unless the outbuilding is a riding arena on a lot on which horses are allowed, in which case it can be larger than 5,000 square feet. No dwelling shall be erected for occupancy of more than one (1) family, nor shall any dwelling be used for occupancy of more than one (1) family; provided, however, that nothing herein shall prohibit a dwelling from being owned by more than one (1) family, nor used for occupancy of more than one (1) family, as long as the occupancy of one (1) family is not concurrent with the occupancy of any other family which is also an owner of the dwelling. No commercial or business enterprise shall be conducted or operated in the subdivision without consent of the Architectural Control Committee. Nothing herein shall prevent the Owner, its successors or assigns, from constructing a model home or homes for purposes of developing Aggies Acres #5 Subdivision, which model home or homes may include an office for the purposes of real estate sales. No residential lot or lots shall be divided or split to create smaller building areas, but residential lots may be combined, or combined and divided, to establish larger building areas.

2. Garage and Outbuilding; Temporary Structures. All dwellings or residential lots must include a garage which must accommodate at least one (1) car. If the garage is attached it shall not count as an outbuilding, if the garage is unattached it shall count as the outbuilding or must be incorporated into the one outbuilding allowed. As stated previously in this agreement the one outbuilding that is allowed can be a combination building that is used for more than one purpose. No building shall be constructed of unsightly materials, boxes, or similar lumber. No building or dwelling house shall be moved into the subdivision and placed upon a residential lot without the consent of the Architectural Control Committee. No trailer, tent, garage, shack or other unsightly outbuilding shall be used in the subdivision as a dwelling at any time, nor shall any structure of a temporary character be used as a residence.

3. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee of Aggies Acres #5 Subdivision. Colors of the building exteriors shall be of earthtone nature and the building style shall be of the conventional design. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with. Approval by the Architectural Control Committee shall not relieve the constructor from obtaining a building permit from the proper building department of Loup County, Nebraska. All construction shall be completed within two (2) years of the time that construction is commenced in regard to any building, fence, wall or other structure. All structures must be one (1) story, one and one-half (1 ½) stories, or two (2) stories, except for Lot 3 which is restricted to a single-story dwelling only.

4. Pets. Except as provided hereinafter in paragraph 5 below regarding horses, no barns, chicken houses, house trailers, commercial work or sales shops, or other buildings for the care and housing of fowl, rabbits or livestock shall be placed, maintained or used on any lot, nor shall any fowl, rabbits or animals other than household pets be kept upon any lot; and household pets shall not be kept, bred or maintained for any commercial purposes.

5. Horses. Horses for personal use may be maintained on the premises of Lot 1. If owner of Lot #1 buys an adjoining lot which is not designated for maintaining horses, the owner may utilize said adjoining lot for maintaining horses. An appropriate outbuilding may be constructed for the care and housing of said horses after approval of the Architectural Control Committee. This building shall count as the one outbuilding that is allowed and as stated previously in this agreement the one outbuilding that is allowed can be a combination building that is used for more than one purpose. Any structure used for housing or maintenance of horses and any area where the horses are kept shall be maintained at all times in a clean, neat, and orderly manner by the owner of said property. Manure must be cleaned daily and removed from the premises at least weekly. All horse fencing must be kept in good condition and not allowed to deteriorate so that it becomes unsightly. Care must be taken to make sure there is no laying waste to the land. Overgrazing must be avoided, and ground cover shall be maintained in order to prevent erosion.

6. Alteration of Premises. No sod, earth, sand, gravel or trees shall be removed to the injury of the value of or appearance of any lot, nor for any commercial purposes. Any elevation change of a lot as approved by the Architectural Control Committee shall be performed in such a manner so as not to materially affect the surface elevation, existing drainage onto or from, or grade of the surrounding lots.

7. Vehicles. No campers, trailers, motor homes, boats, recreational vehicles or trucks larger

than a one ton pickup truck shall be parked on any lot, driveway, or on the street in front of or on the side of any lot without the approval of the Architectural Control Committee. No mobile home or motor home shall be parked on any lot, driveway, or on the street in front of or on the side of any lot. Any of the above-mentioned vehicles may be stored inside of garages, but shall not be parked outside dwellings, excepting for loading and unloading, which shall not exceed a twenty four (24) hour period of time without the consent of the Architectural Control Committee. A horse trailer may be parked outside if kept directly adjacent to the horse barn and kept clean and neat.

8. Use for Storage; Signs. No unused building materials, junk or rubbish shall be left exposed on any lot except during actual building operations. No worn out or discarded automobiles, machinery or parts thereof shall be stored on any lot in the subdivision; and no portion of the subdivision shall be used for the storage of automobiles, junk piles or the storage of any kind of junk or waste materials.

9. Septic Tanks, Water Wells, Propane, Satellite Dish. All septic tanks shall be constructed and installed in a manner so as to comply with all health requirements of Loup County, Nebraska, and the State of Nebraska. The owner of each lot who improves a lot with a residence will share equally in the electrical usage of the community well. Maintenance of the community well shall be shared equally by all lot owners. All water wells shall be constructed and installed so as to comply with the health requirements of Loup County, Nebraska, and the State of Nebraska. No owner of any lot shall construct or install a windmill or other unsightly structure above ground in regard to any water well without the consent of the Architectural Control Committee. Due to the uncertainty of the availability of natural gas, the owner of each lot may use electricity or other means for heating purposes. No propane tank, other propane storage container or other tank or storage container shall be above ground unless hidden from view by a privacy fence or by landscaping. Said propane tank or storage shall be constructed and installed so as to comply with the health requirements of Loup County, Nebraska, and the State of Nebraska. A small satellite dish shall be allowed. A large satellite dish will not be allowed unless approved by the Architectural Control Committee.

10. Lighting. No exterior lights of high intensity shall be installed that automatically turn on at darkness and shut off at daylight hours. If lot owners desire an outside light for certain activities, they shall be of the type that will be turned off and on manually and will only be used as necessary to complete certain personal tasks of short duration.

11. Utilities; Exposed Aerials and Lines. Certain easements are established for installation and maintenance of utilities, such easements being clearly marked on the recorded plat of the subdivision. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against Owner, the Architectural Control Committee, or any utility company or municipality, or any of their agents or servants, are hereby waived by the owner of each lot. Service lines for individual residents for all public utility services which are available to a lot from an underground source shall be kept underground.

12. Fences. All fences shall be constructed of woven wire, chain link, wood, or pipe. If a fence is to be constructed between adjoining lot owners, said lot owners shall mutually agree on the style of fence and the type of material to be used and said lot owners will share the cost equally of materials and labor for said fence. If a horse fence is to be constructed and the adjoining lot owner does not own horses, the lot owner with horses shall be responsible for the entire cost of the materials and labor for said fence.

13. Setback Requirements. All buildings shall be placed back from the center of the front lawn of the lot a distance of at least twenty (20) feet and all dwellings shall have a minimum side yard of twenty - five (25) feet from the property line and all dwellings shall have a minimum back yard of twenty (20) feet from the property line except for Lot #3 that have a minimum set back from the west line of thirty-six (36) feet and the foundation of the single story residence will not be more than 2 feet above ground level before construction begins.

All such measurements shall be computed from the foundation of the structure to the nearest property line.

14. Building Codes. All construction and building shall be so performed that it will comply with the requirements of the building codes and ordinances of Loup County, Nebraska.

15. Building Requirement: Area Requirements. Each residential lot will have no more than one (1) dwelling thereon and such dwellings will meet the following minimum square feet requirements, which minimum square feet shall not include garages or open porches:

- A. Any two story dwelling erected shall have a minimum of 600 square feet on the ground floor and not less than 900 square feet for both floors.
- B. Any one story building shall have a minimum square footage of 900 square feet on the ground floor.
- C. Any split level or split foyer type dwelling shall have a minimum of 800 square feet above ground level and the finished sub-basement of the dwelling shall not be included in computing 800 square feet.

16. Architectural Control Committee. The Architectural Control Committee shall be the committee that is in place for Aggies Acres #1, #2, #3, and #4; and all privileges, powers, rights and authority shall be exercised by and vested in this Architectural Control Committee.

17. Remedies for Violations. If any owner of any lot or their heirs or assigns shall violate or attempt to violate any of the covenants, restrictions, and conditions set forth in this Agreement, it shall be lawful for any other person or persons owning any real estate in Aggies Acres #5 Subdivision, or for the Architectural Control Committee, to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to

prevent him from doing so or to recover damages for such violations. In addition to the foregoing right, the Owner and the Architectural Control Committee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, or present on the lot any temporary structures, signs, unused building materials, junk, rubbish, worn out or discarded automobiles, machinery or parts thereof, weeds, underbrush or other unsightly growths or objects in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the covenants, restrictions or conditions of this Agreement shall not bar their enforcement.

18. Well. Each owner will also own a one-seventh (1/7) interest in the private community well designed for the lot owners of Aggies Acres #5, located on Lot 8.

19. Covenant Declared Void. If any of the covenants, restrictions or conditions set forth in the Agreement are declared void by a court of competent jurisdiction, the remaining covenants, restrictions or conditions shall not be affected, but shall remain in full force and effect.

20. Persons Subject to Restriction; Modification. These covenants, restrictions and conditions are to run with the land and shall be binding upon all persons and all parties claiming ownership of lots for a term of ten (10) years from the date this Agreement is recorded after which time it shall be automatically extended for successive periods of ten (10) years. This Agreement may be amended during the first ten (10) year period by an instrument signed by the owners of not less than 70% of the lots, and thereafter by an instrument signed by the owners of not less than 50% of the lots. Any amendment must be recorded.

IN WITNESS WHEREOF, we have hereunto set our hands this 12th day of December, 2001.

MBD CORP., a Nebraska corporation

By Ronald M. Shonka
Ronald M. Shonka, President

ATTEST:

Sean M. Shonka
Secretary