

NUMERICAL X
GRANTOR X
GRANTEE X
REG. BOOK X
FEE BOOK X
COMP. X

State of Nebraska } SS
Valley, County }
Received for record this 3
day of April A.D.
2011 at 10 o'clock, and 12
Minutes 12 M and recorded in
Book 71 Page 342
of Misc
Justa Must County Clerk
Deputy

PA \$28.00
Sikyta law office
Box

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jade Stunkel, being the OWNER AND DEVELOPER of all that certain land and property lying and being situated in the City of Ord, Valley County, Nebraska, consisting of Lots one through nineteen, Cedar Ridge Addition to the City of Ord, Valley County, Nebraska, and known as a subdivision according to a map or plat thereof on file and of record in the office of the Register of Deeds of Valley County at Ord, Nebraska, in Miscellaneous Book 71, Page 37, or Plat 14B thereof, and being desirous of imposing certain protection for itself and all future owners and purchasers of residential lots lying within said subdivision, does hereby covenant and agree with reference to all of said lots in said Cedar Ridge Addition to the City of Ord, Valley County, Nebraska, with all purchasers and future owners of each and any of said lots, that from the date of this instrument the following protective covenants and restrictions shall apply and be legally enforceable as to each and every one of the above described lots unless terminated as provided herein, to-wit:

1. All lots shall be used for residential purposes only. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, plus a basement, if applicable, a private garage for the use of the occupants of such single-family dwelling and one additional storage building. Said storage building shall not to exceed two stories in height and three thousand two hundred (3200) total square feet.
2. The term "residential purposes" shall generally be defined as single-family homes and duplexes, and shall exclude all commercial and professional uses, and among other things, garage apartments, apartment houses, multi-family residences, profit or non-profit nursing homes, hospitals, and other similar private or charitable enterprises, and any and all other such usages of the subject property are hereby expressly prohibited.
3. No garage or outbuilding on said property shall be used as a residence or living quarters.
4. Each residence shall have a driveway extending from the street to the residence.
5. No animals will be permitted to remain in the Cedar Ridge Addition, except allowed under Ord City Ordinance.
6. No trash, ashes or other refuse may be thrown or dumped or deposited on any of the lots unless in dumpsters, trashcans or like containers held for a reasonable period to allow proper disposal, and not to exceed 30 days.

7. All building material of any kind or character shall be placed or stored inside a building only and not upon the property itself, except during periods of construction or improvements thereon. Building material shall not be placed or stored in the street or within 10 feet of the edge of the street closest to the property.
8. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals by the owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots purchased before and after a home is built on the lot. Until a home or residence is built on a lot, the DEVELOPER may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse the DEVELOPER for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.
9. Other restrictions applicable to each lot may be made by appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall inure to the benefit of all parties in the same manner as though they had been originally expressed herein.
10. If a garage, or other permissible outbuilding is made an integral part of the residence, or is connected thereto, the set back distances from lot lines become identical with those stipulated for the residence thereof.
11. No camper, mobile home, tent, shack, basement, barn or other outbuilding erected or located on any of the above described lots shall at any time be used as a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence.
12. No farm machinery, equipment, trailers, tractors, or trucks larger than one (1) ton pickup trucks shall be permitted to park or be left standing overnight on any lot or street in said subdivision. This restriction, however, shall not apply to the use of vehicles for delivery of goods to, or services or maintenance for the benefit of, houses in the subdivision, or in the construction of any residence on the lots.
13. No obnoxious or offensive trade or activity shall be conducted on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
14. No lot or lots may hereafter be subdivided; however, nothing in this paragraph shall prohibit the building of a residence on any lot of said subdivision as originally platted.
15. No dwelling shall be permitted on any lot at a cost, exclusive of lots, of less than two hundred thousand Dollars (\$200,000.00), with said sum to adjust from time to time to assure dwellings meet the said standard, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The liveable ground floor area of the main structure,

exclusive of open porches and garages, shall not be less than thirteen hundred and fifty (1350) square feet.

16. No building or structure shall be located on any lot nearer than twenty-five feet (25') to any street-line. No building or structure shall be located nearer than twenty-five feet (25') to any lot line, or nearer than twenty-five (25'), to the subject lot's rear lot line.

17. In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the restriction as to the dividing line between the said adjoining lots shall not apply insofar as it restricts the placing of any dwelling nearer than the number of feet set out in Paragraph number 16 hereinabove to the side lot line, between said lots, but all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot.

18. The Developer shall approve the plot plan and the plans and specifications for all houses built in the subdivision prior to any construction.

19. No antennas, citizen band or otherwise, that require towers or guide wires, windmills or generators shall be permitted on any lot in said subdivision at any time.

20. Solar panels shall be allowed in the Cedar Ridge Addition. However, any solar panel placed on the residential structure shall not be placed on any side facing the street. In addition, no solar panels shall be placed between any structure and the street.

21. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Cedar Ridge Addition and shall not be interfered with in any way.

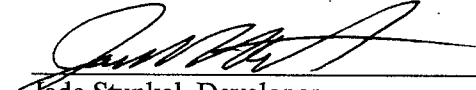
22. All of the restrictions and covenants appearing herein as well as those appearing in a plat, deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

23. If any owner or owners of any lot so subdivided and platted, and thereby bound by these covenants, or their heirs, devisees, assigns, or successors in title, shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said lots may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, and/or to recover damages for such violation, including attorneys' fees and other costs incurred in such action. All of the terms and provisions set forth and contained herein shall be specifically enforceable.

24. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this instrument, at which time the covenants shall be automatically extended thereafter for successive ten (10) year periods, unless two-thirds (2/3rds) of the then owners of lots in Cedar Ridge Addition, shall, by written instrument filed and recorded in the office of the Register of Deeds of

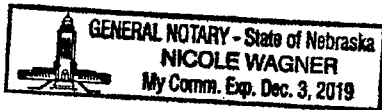
Valley County, Nebraska, at any time after the date of this instrument, agree that the same shall be terminated and rendered null, void and of no further effect. In addition, these covenants may be amended or supplemented at any time by the written consent of two-thirds (2/3) of the owners of the lots in Cedar Ridge Addition and approval by the governing authorities of the City of Ord, Nebraska.

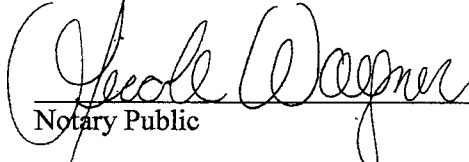
IN WITNESS THEREOF, Jade Stunkel, has executed the above and foregoing instrument of Protective Covenants, this the 30th day of March, 2017.


Jade Stunkel, Developer
Cedar Ridge Addition

STATE OF NEBRASKA)
) ss.
COUNTY OF VALLEY)

The foregoing instrument was acknowledged before me on the 30th day of March, 2017, by Jade Stunkel, Developer, Cedar Ridge Addition to the City of Ord, Valley County, Nebraska.




Notary Public