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RESTRICTIVE COVENANTS

WE, THE UNDERSIGNED, Charles T. Becher and Vickie M. Becher, husband and wife, are the Owners of the real estate located in Platte County, Nebraska, more particularly described as:

A tract of land located in part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 18 North, Range 1 West of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of the NE $\frac{1}{4}$ of Section 20, Township 18 North, Range 1 West of the 6th P.M., Platte County, Nebraska, and assuming the east line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 20 to have a bearing of S 00°26'13" E; thence S 00°26'13" E and on said east line, 200.22 feet, to the point of beginning; thence S 00°26'13" E and on said east line, 1041.53 feet; thence N 88°43'09" W and parallel to the south line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 1326.48 feet, to a point on the west line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence N 00°21'28" W and on the west line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 260.44 feet; thence N 13°13'55" W, 314.38 feet; thence N 16°24'02" W, 342.67 feet; thence N 02°13'55" E, 374.55 feet, to the north line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 20; thence S 87°46'05" E and on the north line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 147.97 feet, to the northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 20; thence S 87°46'05" E and on the north line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 1075.31 feet; thence S 00°26'13" E, 200.22 feet; thence S 87°46'05" E, 250.27 feet, to the point of beginning, containing 39.42 acres, more or less,

which includes Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11, Shell Valley Ridge Subdivision, a part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 18 North, Range 1 West of the 6th P.M., Platte County, Nebraska.

The undersigned hereby covenant, declare, and publish for the benefit of all persons, now or hereafter owning a part of the above-described real estate, that it shall be held, sold, and conveyed, subject to the following covenants, restrictions, and conditions.

The undersigned desire to develop the Subdivision for residential purposes and deem it desirable to subject the Subdivision to the covenants, restrictions, and conditions set forth herein in order to preserve the values of the individual Lots and to enhance the quality of life for all Owners.

I. DEFINITIONS

- A. General. The words and terms defined in this Article shall have the meaning herein set forth unless the context clearly indicates otherwise.
- B. Other Terms. Other terms may be defined in specific provisions contained in these Restrictive Covenants and shall have the meaning assigned by such definition.
- C. Subdivision shall mean Shell Valley Ridge Subdivision, Platte County,

Nebraska.

D. The Architectural Review Board, referred to hereinafter as "ARB", shall mean and refer to the Board as established pursuant to Article IV of these Restrictive Covenants.

E. Developer shall mean Charles T. Becher and Vickie M. Becher, husband and wife, their successors and assigns. Unless in text, requires otherwise, the term "Developer" refers only to "Bechers".

F. Detached Single Family Dwelling shall mean all independent structures designed and occupied as a residence for a single family.

G. Lot shall mean a Lot as platted and designed on the Shell Valley Ridge Subdivision Plat, as the same may be amended from time to time; provided that, if any Lot has been divided so a portion is owned in conjunction with all or a portion of an adjoining Lot, and the other portion of the Lot is owned by another person or in conjunction with all or a part of the other adjoining Lot, then the entire Lot, so held under the same Ownership, shall be the Lot for the purpose of these Restrictive Covenants.

H. Owner shall mean the Owner of a Lot within the real estate legally described herein. All Owners shall be subject to and bound by the terms and conditions of the Restrictive Covenants contained herein.

II. RURAL AREA ISSUES

The area surrounding this Subdivision is rural in nature and future occupants should be aware of some unique issues that may be encountered. Farming practices on adjacent properties can produce odors, noise, and dust. These are a normal part of agriculture. Wildlife may occur more frequently than in more built-up urban areas. All game regulations shall be observed. Pest control is the individual Owner's responsibility following state guidelines.

III. USE AND OTHER RESTRICTIONS

A. Land Use and Building Types

1. Each Lot shall be used exclusively for a detached single-family dwelling for residential purposes. Each dwelling shall include a private garage having doors accommodating a minimum of two (2) and no more than four (4) vehicles. All garages shall be for the sole use of the occupant of the dwelling. No modular or factory built homes shall be permitted on any of the Lots. Home plans must be approved by the ARB prior to building.

2. The minimum square footage for a one level Ranch Style Home shall include, not less than, 1,500 square feet of finished living space exclusive of porches, breeze ways, basement and garages.

3. Each 1 1/2 Story Home shall include, not less than, 2,000 square feet of finished living space (abiding by the above exclusives).

4. Each 2 Story, Bi-level or Tri-level Home shall include, not less than, 2,400 square feet of finished living space (abiding by the above exclusives).

5. A dwelling or outbuilding constructed in another location outside of said real estate development shall not be moved onto a Lot.

6. The minimum front setback for any structure is twenty (20) feet from the street providing access to the Lot. The minimum side and back yard setback for any structure is ten (10) feet from the side Lot lines and ten (10) feet from the back Lot line.

B. Outbuildings.

1. Outbuildings are permitted. However, any type of outbuilding plans shall be reviewed and approved by the ARB and shall be no greater in height than the residence. The aggregate areas of all outbuildings shall not exceed one (1) and one half (1 1/2) times the area of the residence.

2. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, storage shed or shelter, garage, barn or other outbuilding shall be erected upon or used on any Lot at any time as a residence, either temporarily or permanently. A temporary structure may be permitted, provided its use is in conjunction with the building erection of a residence.

3. Building Locations. No building, garage, outbuilding, shed, or other permanent structure shall be located on any Lot without first obtaining the written consent of the ARB approving the proposed location.

The minimum front setback for any structure is twenty (20) feet from the street providing access to the Lot. The minimum side and back yard setback for any structure is ten (10) feet from the side Lot lines and ten (10) feet from the back Lot line.

C. Easement for Utilities and Drainage.

1. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat, or those that may be recorded at a later date. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements.

2. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

3. No excavation dirt or dirt hauled in shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot or to alter the drainage of surrounding Lots. All drainage easement ways must be kept clear of material that would alter the drainage flow.

4. No Subdivision. No Lot shall be divided or utilized for more than one detached single family dwelling (with associated outbuildings and structures). Boundary adjustments between neighboring Lots are subject to the reasonable approval of the ARB.

D. Maintenance of Exteriors of Residences and other Buildings. The exteriors of all residences, barns, sheds, and other buildings, within the Subdivision, shall be maintained in good, attractive condition by the Owners thereof. All residences shall be repainted or re-stained periodically as needed.

E. Nuisances. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood, including, but not limited to odor, dust, glare, sound, lighting, smoke, vibration, and radiation.

F. Lighting.

1. Exterior lighting installed on any Lot shall either be indirect or a controlled flow of intensity as not to disturb the other residents of said development.

2. Motion detector activated lighting is encouraged.

3. Animals. A reasonable number of household pets, poultry or birds

shall be allowed on a Lot. A maximum of six (6) livestock animals shall be allowed on a Lot. However, any household pets, livestock, birds or poultry constituting a nuisance and/or causing the Lot Owner to be in violation of any of the provisions of these Restrictive Covenants may be ordered by the ARB to be removed from the Subdivision. No household pets, livestock, birds or poultry, shall be raised, kept, bred or maintained on any Lot for commercial purposes or in such a number to require licensing. All outbuildings and/or fences used to house and maintain said animals must be approved by the ARB in accordance with the terms set forth in these Restrictive Covenants. Each Owner shall be responsible for any damage caused by his or her animals.

G. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs the sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain. The same line limitations shall apply on any Lot within ten (10) feet from the intersection of a street Subdivision line within the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line.

H. Recreational Vehicles, Trucks and the like.

1. No trucks over 1-ton capacity, trailers, motor homes, camper units, boats, snowmobiles, or similar recreational vehicles and their trailers, shall be parked on streets, driveways, Lots, or be allowed to remain anywhere within the Subdivision except when sheltered within a garage. Vehicles used as passenger vehicles such as pickups and cars may be exempt.

2. All-Terrain Vehicles. Riding of all-terrain vehicles or snowmobiles in the Subdivision shall only be permitted between 8:00 am. and 9:00 p.m. so as to avoid noise disturbances in the neighborhood.

3. Disabled Vehicles. Disabled vehicles or equipment shall not be stored on streets, driveways, Lots, or common areas within the Subdivision. No person shall repair or rebuild any vehicle within the Subdivision, except within a garage. Cars allowed on the streets and driveways in the Subdivision must at all times be operable and currently licensed.

I. Aerial-Antennas. No television antennae, radio antennae, or aerial of similar equipment of any design, shall be mounted on the exterior of any building which exceeds eight (8) feet in height above the roof line. No antennae shall be erected on any other portion of any Lot exceeding twenty (20) feet in height. No activity shall be conducted on any Lot which interferes with television or radio reception.

J. Satellite Dishes. Satellite Dishes may be installed and maintained if screened from the view of other Owners and occupiers of other Lots. The location and screening method of each satellite dish must be approved in advance by the ARB.

K. Fencing. No fence shall be erected, except as approved in advance by the ARB. Perimeter fences shall be of a type approved in advance and painted or stained in an approved color. Privacy and other fences shall not exceed six (6) feet in height and shall be of a solid fence design (different from that of perimeter fences).

L. Lot Maintenance. Owner is responsible for any upkeep of their Lot beginning at the date of purchase and thereafter. All Lots shall, at all times, be maintained in a clean and sanitary condition and no litter or debris shall be deposited or allowed to accumulate on any Lot. All landscaping, including grass, shall be irrigated where necessary, trimmed and maintained in good condition at all times. Refuse piles and other unsightly objects or materials shall not be allowed to be placed or to remain upon any Lot unless entirely screened from view from adjacent Lots, streets, or common areas. No refuse pile or unsightly objects or substances that emits foul or obnoxious odors or noise that disturb the peace shall be allowed.

M. Trash Removal. All Lot Owners shall have their trash picked up by the

same trash-hauling company, on the same day of the week. The trash-hauling company and the day of the week shall be designated at an annual ARB meeting. Nothing shall prohibit a resident from hauling trash or debris for himself or herself. Each resident shall be liable for their trash-hauling charges.

N. Hazardous Materials. Use, storage, or disposal of hazardous or radioactive materials within the Subdivision is prohibited.

O. Home Occupations. Businesses based out of the residence shall be permitted except that no persons may be employed that do not reside at that residence. No billboards or advertising signs of any type shall be allowed.

P. Restrictions on Leasing of Residences. An Owner may lease their residence subject to the following restrictions:

1. No Owner may lease less than the entire residence.
2. Any lease agreement shall be required to provide, that the terms of this lease be subject in all respects to the provisions of the Restrictive Covenants. Any failure, by the lessee, to comply with the terms of such document shall be a default under the lease. All leases shall be in writing and for a term not less than thirty (30) days.

Q. Commencing and Finishing Construction. A residence on which construction has begun must be completed within twelve (12) months from the date the foundation was dug for said residence. Once construction of any structure has begun, on any Lot, having received prior approval of the ARB, such structure must be diligently continued and completed in accordance with the plans and specifications, within twelve (12) months of start date, or for such time as the ARB has reasonably consented to, in light of the nature of the project or other factors. The beginning of construction shall be deemed to start with the first substantial construction activity.

R. Ground Cover. No grading or other soil or earthwork shall be performed on a Lot until plans for placing improvements on such Lot have been properly approved by the ARB, and then only to the extent contemplated by such an approved plan. All disturbed areas shall be replanted with an acceptable groundcover, in order to prevent erosion, within twelve (2) months of occupancy and the ground shall be restored, as near as possible, to its original contours and appearance.

S. Rebuilding. Any structure which is destroyed in whole or in part by fire, windstorm or from any other cause or act of God, must be rebuilt, or all debris must be removed and the Lot restored to a sightly condition, within six (6) months of the time the damage occurs.

T. Driveways and Culverts. All driveways shall be installed, in accordance with the Engineering Drawings approved by Platte County. The Owner of the said Lot shall be responsible for the cost of the proper installation and maintenance of any culvert and driveway so it will not interfere with proper drainage.

U. Utility Service. All utility service wires on each Lot shall be buried underground. Each Owner is responsible for their own domestic well and a State of Nebraska approved septic system.

IV. ARCHITECTURAL REVIEW BOARD (ARB)

A. Establishment and Membership of the ARB.

1. The Developer shall be the initial ARB. The Developer, at its option, may either exercise the powers of the ARB or appoint the members thereof, including itself, until 75% of the Lots have been sold, at which time the members shall be elected. The Developer may exercise the power of remaining on the board.

2. The ARB shall consist of not less than three (3) nor more than five (5) members. Owners shall have the right to set the number of members of the ARB and the term of each member's service. (The term "Owner" means and refers to the record Owner and, regardless of one or more persons, shall be entitled to one vote on the election of the ARB.) The members elected, shall serve until such time as their term expires and their successors have been determined. Members of the ARB may be removed at any time with or without cause.

3. ARB's role shall include enforcement of these Restrictive Covenants. The ARB shall also be the review board to all building or remodeling projects of the Subdivision. Any determined violation of these Covenants shall be subject to a written notice within no more than thirty (30) days, and if the Owner fails to correct the violation as notified, the ARB may have such item remedied at the expense of the Owner of the Lot. If the work is done by the ARB, the Owner shall pay for such work within thirty (30) days after notice, in writing, is issued to the Owner. In the event of failure to act or pay within that time, and if the ARB thereafter incurs any attorney's fees and costs in collecting such amounts from the Owner, all such attorney's fees and costs incurred shall likewise be a debt owned by the Owner to the ARB.

B. Criteria for Approval.

1. The ARB shall approve any proposed improvement to a Lot if it deems in its reasonable discretion, that the improvement to the Lot in the location indicated will:

a. Compliment the beauty, wholesomeness, and attractiveness of the development area and the enjoyment thereof by the Owners; and

b. The upkeep and maintenance of the proposed improvement to the Lot will not become a burden on the ARB or Subdivision.

2. The ARB may condition its approval of any proposed improvement to the Lot upon the making of such changes therein, as they may deem necessary, to meet their criteria.

C. Decision of the ARB. The decisions of the ARB shall be made within thirty (30) days after the receipt of all materials required. It shall be in writing and, if the decision is NOT to approve a proposed improvement to the Lot, the reason therefor shall also be stated in writing.

D. ARB Power to Grant Variances. The ARB may consider a request for a variance from these Covenants herein, if submitted in writing. Such requests must be accepted by 75% of the ARB members to receive approval. Written notice of approval must be received before the variance is deemed permitted.

E. Compensation of ARB Members. Members of the ARB shall receive no compensation for services rendered, nor reimbursement for out-of-pocket expenses incurred by them in the course of their duties.

F. Meetings of the ARB. The ARB shall meet as deemed necessary to perform its duties.

G. Non-Liability for ARB Action.

1. None of the ARB members, including the Director or Developer, shall be liable for any, loss, damage or injury arising out of or in any way connected with the performance of the duties.

2. The ARB shall not be responsible for reviewing, nor shall its approval of an improvement to the Lot, be deemed acceptable from the standpoint of safety, whether structural or otherwise in conformance with the building codes or other governmental laws and regulations.

V. GENERAL PROVISIONS

A. Duration. Subject to the provisions of this Article, these Restrictive Covenants shall remain in full force and effect. It shall run with the land and shall be binding on all persons having any interest in any Lot in the Subdivision for a period of twenty (20) years from the date this document is recorded. Thereafter, it shall be automatically extended for successive periods of ten (10) years.

B. Amendments. These Restrictive Covenants may be amended by the Developer, in any manner which it may determine in its full and absolute discretion, for a period of five (5) years from the date hereof or until all the Lots are sold if sooner. Thereafter, these Covenants may be amended at any time by an instrument signed by at least 75% of the then Owners. The Amendment must be recorded with the Platte County, Nebraska Register of Deeds.

C. Severability. Any provision of these Restrictive Covenants, invalidated in any manner, shall not be deemed to impair or affect the validity, enforcement or remainder of these Restrictive Covenants. In such event, all of the other provisions of these Restrictive Covenants shall continue in full force.

D. Indemnification. All Lots are sold to the Owner "As Is". No Owner shall be allowed to make claim and no cause of action shall accrue in favor of any Owner against the Developer as a result of their Ownership of any Lot.

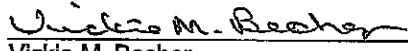
E. Disclaimer. No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any covenant or provision of these Restrictive Covenants or for the failure of the ARB to enforce any covenant or provision thereof. This Section may be pleaded, as a full bar, to the maintenance of any such action or arbitration brought in violation of the provisions of this document.

F. Waiver. No provision contained in these Restrictive Covenants shall be deemed to have abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

Dated this ___ day of _____ 2016.



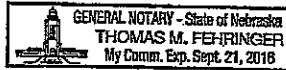
Charles T. Becher




Vickie M. Becher

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Acknowledged before me on February 3, 2016, by Charles T. Becher, husband.



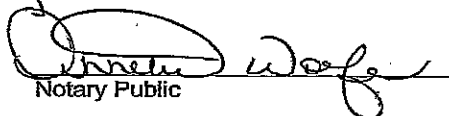


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Acknowledged before me on February 9, 2016, by Vickie M. Becher, wife.





Notary Public