

AGREEMENT

THIS AGREEMENT made and executed this 10<sup>th</sup> day of December, 1986, by and between SPRINKLE RITE IRRIGATION, CO.; A Nebraska corporation, hereinafter referred to as "Owner", and the BOARD OF COMMISSIONERS OF LOUP COUNTY, NEBRASKA, hereinafter referred to as "County".

WHEREAS, Owner has filed, or will file, a plat and dedication for Aggies Acres Second Subdivision, a part of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-Seven (27), and the South Half (S $\frac{1}{2}$ ) of Section Twenty-Two (22), all in 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 in the plat and dedication which has been filed, or will be filed, in the office of the County Clerk in Loup County, Nebraska;

WHEREAS, the plat and dedication of Aggies Acres Second Subdivision includes Lots Eight (8) through Fourteen (14) in Block C, Lots Four (4) through Forty-Two (42) in Block D, Lots One (1) through Two (2) in Block E, and Lots One (1) through Eight (8) in Block F;

WHEREAS, the plat and dedication of Aggies Acres Second Subdivision which has been filed, or will be filed, dedicates streets for public use, together with the right of ingress and egress thereon;

WHEREAS, Owner and County desire to make an agreement as to the maintenance and construction of the streets in Aggies Acres Second Subdivision;

NOW, THEREFORE, it is agreed:

1. Maintenance by Owner. Owner shall maintain the streets that have been, or will be, platted and dedicated in Aggies Acres Second Subdivision for a period of time that expires upon the later to occur of the following events: (1) the expiration of two (2) years from the date of this agreement; or (2) the date on which fifteen (15) lots in Aggies Acres Second Subdivision are owned other than by Owner; provided, that each Lot is purchased by a bonafide good faith purchaser at arms length.

2. Construction of Roads. Prior to relinquishing responsibility for the maintenance of the streets that have been, or will, be platted and dedicated in Aggies Acres Second Subdivision, Owner shall, at its expense, construct the roads and streets to meet the specifications of Loup County, Nebraska and the State of Nebraska, including ditches for drainage and the proper shaping of the streets. At such time as the Owner constructs the roads

and streets, Owner shall construct paving from the adjoining paved county road shown on the plat and dedication of Aggies Acres Second Subdivision, which has been filed, or will be filed, to the property line of Aggies Acres Second Subdivision. Nothing herein shall require the Owner to pave all of the roads and streets in Aggies Acres Second Subdivision except as provided for the area of paving from the adjoining paved county road. The Owner may use gravel to construct the roads and streets in Aggies Acres Second Subdivision, consistent with recommendations of the County Engineer of Loup County, Nebraska.

3. Maintenance by County. Upon the expiration of the period provided in Paragraph 1, and upon the construction required by Paragraph 2, County shall maintain the roads and streets in Aggies Acres Second Subdivision and Owner shall be released from any further responsibility in regard to the maintenance of roads and streets in Aggies Acres Second Subdivision.

4. Performance bond. Owner agrees to provide County with a performance bond in an amount satisfactory to the County, not to exceed a total amount of Five Thousand and No/100 Dollars (\$5,000.00), to be filed with the County Clerk of Loup County, Nebraska within twenty (20) days of the date of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first noted above.

SPRINKLE RITE IRRIGATION, CO.,  
A Nebraska Corporation

By *Donald J. Stork*  
Its President

BOARD OF COMMISSIONERS, LOUP  
COUNTY NEBRASKA

By *Donald Cone*  
Chairperson

ATTEST:

*Kurt Pastuch*  
Clerk



STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF Loup )

*County Clerk*

Before me, a Notary Public qualified in said County, personally came Ronald M. Shonka, President of Sprinkle Rite Irrigation, Co., a Nebraska corporation, known to me to be the President and identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year last above written.



*Public Postman*  
Notary Public *Loup* County Clerk

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF Loup )

*County Clerk*

Before me, a Notary Public qualified in said County, personally came *Donald Pace*, Chairperson of the Board of Commissioners, Loup County, Nebraska, known to me to be the Chairperson and identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed as such chairperson and the voluntary act and deed of said county.

Witness my hand and <sup>*County*</sup> Notarial Seal the day and year last above written.



*Public Postman*  
Notary Public *Loup* County Clerk

STATE OF NEBRASKA } ss.  
LOUP COUNTY

Filed in the Clerk's office of said County  
this 11<sup>th</sup> day of December, 1936  
at 9 o'clock and - minutes A. M.  
and recorded in Book 5 of -  
Public Postman Page 975  
Public Postman  
Notary

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

THIS AGREEMENT is entered into on this 25<sup>th</sup> day of November, 1986, by SPRINKLE RITE IRRIGATION, CO., 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 Second 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 Second Subdivision, a part of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-Seven (27), and the South Half (S $\frac{1}{2}$ ) of Section Twenty-Two (22), all in 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 Eight (8) through Fourteen (14) in Block C, Lots Four (4) through Forty-Two (42) in Block D, Lots One (1) through (2) in Block E, and Lots One (1) through Eight (8) in Block F, all in Aggies Acres Second 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 Second 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 Second 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. 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 and a private garage. No garage, which shall be for the use only of the occupants of the residence to which they are appurtenant, may be detached from the residence. 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 Second 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. Garages and Outbuildings; Temporary Structures. All dwellings or residential lots must include a garage which must accommodate at least one (1) car and must be attached directly to the dwelling or connected thereto by breezeway or similar structure. 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 Second Subdivision. 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 buildings shall be one (1) story except as hereinafter provided:

A. A one (1) story, one and one-half (1½) story, or two (2) story building may be constructed on Lots 7, 12, 20, 21, 22, 23, 24, 33, 34, 35, 38, 39 and 42 in Block D, and Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block F.

B. Lot 7 in Block D may have only one (1) story above road elevation. If the structure is built back from the road, the second story may be one (1) floor above the road elevation.

C. If Lots 27 and 28 in Block D are improved as one (1) Lot, any dwelling may be a one (1) story, one and one-half (1½) story or two (2) story building. However, if the Lots are improved with two (2) homes, one must be a single story structure.

D. Lot 11 in Block D must have a maximum floor height of two (2) feet above the south road.

4. Pets. 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. 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.

6. Vehicles. No campers, trailers, motor homes, boats, recreational vehicles or trucks larger than a half-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 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 four (4) hour period of time without the consent of the Architectural Control Committee.

7. 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.

8. Septic Tanks, Water Wells, Propane. 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 shall provide his own water supply and 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. Nothing herein shall prohibit a joint well for the owners of more than one lot. 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 and shall be constructed and installed so as to comply with the health requirements of Loup County, Nebraska, and the State of Nebraska.

9. Easement/Access Lots. An easement/access area in regard to Lots 26 and 27 of Block D are clearly marked on the recorded plat of this subdivision. The easement/access area of Lots 26 and 27 in Block D shall be maintained by the owners of Lots 19, 20, 26 and 27 of Block D.

10. 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. Exposed television aerials shall not be used, and no radio aerial or apparatus, nor any clotheslines, shall be visible on the outside of any building without the consent of the Architectural Control Committee.

11. Sidewalks; Fences. All sidewalks shall be concrete sidewalks except as approved by the Architectural Control Committee, and the acceptance of a deed of conveyance by any purchaser or purchasers of any lot or lots shall be and amount to and be construed as consent to and approval of concrete sidewalks, and the purchaser or purchasers agree to construct all

sidewalks required when a residence is constructed on a lot. Nothing herein shall require the construction of a sidewalk. Public use concrete sidewalks may be constructed to such alignment as to not remove any existing trees and shall be routed in the public street right-of-way. No fence, side, rear or front, shall be constructed of barbed wire, of woven wire (not chain link), or creosote treated posts above ground, or any unsightly material.

12. Setback Requirements. All buildings shall be placed back from the center of the ~~front lawn~~ <sup>lot line</sup> of the Lot a distance of at least fifteen (15) feet, and all dwellings shall have a minimum side yard of fifteen (15) feet from the property line, and all dwellings shall have a minimum back yard of twenty (20) feet from the property line, except as follows:

A. Lot 8, 12, 13 and 14 of Block C, and Lot 9 of Block D shall be placed back from the road a distance of twenty (20) feet.

B. Lot 9 and Lot 11 of Block C shall be placed back from the road a distance of thirty (30) feet; Lot 10 of Block C shall be placed back from the road a distance of forty (40) feet; and Lot 10 of Block D shall be placed back from the road a distance of fifty (50) feet.

C. Lot 7 and Lot 8 of Block D shall have a minimum setback from the east line of said Lot of ten (10) feet.

D. Lot 18 of Block D shall have a minimum setback from either the west line or the east line of said Lot of ten (10) feet.

E. Lot 26 of Block D shall have a minimum setback from the west line of said Lot of ten (10) feet.

F. Lot 40 of Block D shall have a minimum setback from the Lot line parallel to the county road, which is north and east of said Lot, of fifty (50) feet.

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

13. 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.

14. 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 600 square feet on the ground floor.

C. Any split level or split foyer type dwelling shall have a minimum of 600 square feet above ground level and the finished sub-basement of the dwelling shall not be included in computing 600 square feet.

15. Vegetation. The owner of each lot shall keep the shrubs, vegetation and grass thereon cut to a reasonable height and, before constructing their residence, shall mow or cut all weeds and grass on their lot not less than three (3) times during the growing season. The owner of each lot shall be subject to rules of the Architectural Control Committee in regard to any shrubs or vegetation, including trees, and the Architectural Control Committee may direct the owner of any lot to trim or remove any shrubs or vegetation, including trees, which in the opinion of the Architectural Control Committee inhibit the view of the owner of any other lot.

16. Architectural Control Committee. The Owner shall appoint three (3) persons to the Architectural Control Committee herein referred to. The initial members of the Architectural Control Committee shall serve until January 1, 1992. After January 1, 1992, all privileges, powers, rights and authority shall be exercised by and vested in an Architectural Control Committee to be selected by the owners of the majority of the lots in the Aggies Acres Second Subdivision.

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 Second 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.



AMENDMENT TO AGREEMENT FOR RESTRICTIVE COVENANTS,  
RESTRICTIONS AND CONDITIONS FOR "AGGIES ACRES  
SECOND SUBDIVISION"

THIS AMENDMENT is entered into on this 1<sup>st</sup> day of December, 1994, by the undersigned, who represent the owners of not less than seventy percent (70%) of the lots comprising Aggies Acres Second Subdivision, hereinafter referred to as the "undersigned" for themselves, their successors, grantees and assigns:

WHEREAS, the undersigned represent the owners of not less than seventy percent (70%) of the lots comprising Aggies Acres Second Subdivision; and

WHEREAS, the undersigned desire to amend the Agreement for Restrictive Covenants, Restrictions and Conditions for Aggies Acres Second Subdivision in Loup County, Nebraska filed on December 11, 1986, with the Loup County Register of Deeds at Book 8 of Miscellaneous Records, Page 978 pertaining to the following described real estate, to-wit:

A part of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-Seven (27), and the South Half (S $\frac{1}{2}$ ) of Section Twenty-Two (22), all in 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 Eight (8) through Fourteen (14) in Block C, Lots Four (4) through Forty-Two (42) in Block D, Lots One (1) through Two (2) in Block E, and Lots One (1) through Eight (8) in Block F, all in Aggies Acres Second Subdivision in Loup County, Nebraska.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. ARTICLE III, 4. shall of the Agreement for Restrictive Covenants, Restrictions and Conditions is hereby amended to read as follows:

4. Pets. No barns, stables, chicken houses, house trailers, commercial work, sales shops or other shelter for the care and housing of livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not raised, bred or kept for any commercial purpose and, provided that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of the owner.

2. This Amendment to Agreement for Restrictive Covenants, Restrictions and Conditions for Aggies Acres Second Subdivision in Loup County, Nebraska shall run with the land and shall be binding upon all persons and all parties claiming ownership of such lots.

3. As amended, the undersigned hereby ratify and affirm the Agreement for Restrictive Covenants, Restrictions and conditions for Aggies Acres Second Subdivision in Loup County, Nebraska.

IN WITNESS WHEREOF, we have hereunto set our hands this 1<sup>st</sup> day of December, 1994.

MBD CORP., A Nebraska Corporation

By Ronald M. Shonka  
Ronald M. Shonka, President

Gerald A. Wiechman  
Gerald A. Wiechman

Anita J. Wiechman  
Anita J. Wiechman

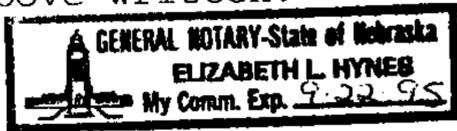
Larry D. Hain  
Larry D. Hain

Jonita M. Hain  
Jonita M. Hain

STATE OF NEBRASKA )  
COUNTY OF Holt ) ss:

Before me, a Notary Public qualified in said County, personally came Ronald M. Shonka, President of MBD Corp., a Nebraska corporation, known to me to be the President and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year last above written.



Mary Ann Walker  
Notary Public  
9-22-95  
~~1-29-96~~

*Elizabeth L. Hynes*

My commission expires:



STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss:

Before me, a Notary Public qualified in said County, personally came Gerald A. Wiechman and Anita J. Wiechman, husband and wife, 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 the day and year last above written.

Mary Ann Walker  
Notary Public

My commission expires: 1/24/96



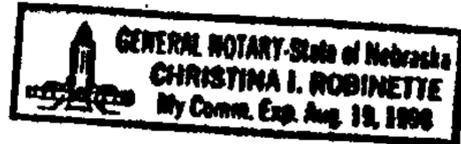
STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss:

Before me, a Notary Public qualified in said County, personally came Larry D. Hain and Jonita M. Hain, husband and wife, 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 the day and year last above written.

Christina I. Robinette  
Notary Public

My commission expires: 7/17/98



C: 29/pleading/amafrecv

STATE OF NEBRASKA }  
LOUP COUNTY } ss.  
Filed in the Clerk's office of said County  
this 13<sup>th</sup> day of March, 1995  
at 9 o'clock and - minutes A. M.  
and recorded in Book 9 of -  
Miscellaneous Page 768  
Shelvi Postany Clerk  
fee \$4300 PD