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State of Nebraska, County of Hamilton
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at 8:00 AM, and recorded in MISC
Book 55 Page 130
Jill M Dimura, County Clerk
6 pages

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
STREETER FOURTH SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Aurora Housing Development Corporation ("AHDC"), a Nebraska Non-profit Corporation and Streeter, LLC ("Streeter"), a Nebraska Limited Liability Company are, between them, the owners of the real property described as:

Lots One (1) through Forty-Four (44) of Streeter's Fourth Addition to the City of Aurora, all in Hamilton County, Nebraska.

That, whereas, the owners are engaged in the development of these premises as a restricted residential district by encouraging the sale of lots and the construction of desirable dwelling houses.

Now, in consideration thereof and of the mutual benefits to be derived by the owners and any purchasers, their heirs and assigns, and all persons claiming under them, the owners stipulate that all lots sold, transferred and conveyed shall be and are subject to the following protective covenants, restrictions and conditions which shall run with the land as follows:

1. All lots shall be known and described as residential lots.
2. Each lot shall be used exclusively for single family residential purposes.
3. All dwellings, including modular housing and all garages, secondary and appurtenant buildings and improvements, shall be newly constructed and all such buildings shall be of wood or steel frame construction and be of good quality

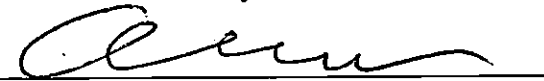
- conform with residence dwellings in the area. No house trailer, camper, mobile home, moveable manufactured, or any temporary structure shall be brought upon the premises as a building or used as a residence or an appurtenance thereto. This shall not prevent the owner or occupant of any lot from owning and storing thereon his or her private vacation camper, boat or motor home or trailer.
4. No barns, chicken houses, hot houses, or other buildings for the care and housing of rabbits, fowls, or livestock shall be placed, maintained or used on any lot, nor shall any fowl, rabbits, livestock, or animals, other than household pets shall be kept, placed or maintained for any commercial purpose.
 5. The following general standards of development shall be followed for all dwelling structures constructed within the Properties.
 - a. The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks, or enclosed decks shall be as follows:
 - i. If one story, not less than 1,000 square foot of living space.
 - ii. If two story, not less than 1,400 square foot of living space.
 - iii. If split level, not less than 1,300 square foot of living space.
 - b. All garages shall be not less than two car and must be attached directly to the dwelling or connected thereto by breezeway or similar structure, and any garage and secondary or appurtenant building shall be constructed of the same material and quality construction as the outside finish and room of the main dwelling structure. Any garage, secondary or appurtenant building shall be smaller than the dwelling.
 - c. Setbacks of dwellings from the lot lines shall be as required by the Aurora Zoning Ordinance. Air conditioner units, patios, walks, window openings and similar items permitted under the zoning ordinance may be located within the setbacks area.
 - d. Setbacks of any garage, secondary, or appurtenant buildings from the lot lines shall be as required by the Aurora Zoning Ordinance for residential lots.
 - e. All roof pitches shall be a minimum of 5:12.
 - f. The exterior color of any single family residence shall be earth tones, white or such other color approved by AHDC.
 6. No lot or lots shall be divided or split to create small building areas, unless divided to accommodate duplex style townhomes utilizing zero lot line setbacks, however, lots may be split to provide larger building areas.
 7. No basement house shall be built on any lot. No structure shall be erected, altered, placed or permitted to remain on any lot other than one dwelling and attached garage for no more than three cars and such other secondary buildings or appurtenant, improvements, reasonable and incidental to the residential use of the lot. No dwelling or other building shall exceed two stories in height above the
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ground level.

8. Commencement of construction of residential dwelling must begin within twenty-four (24) months from the date title is conveyed by AHDC or Streeter, LLC.
 9. The dwelling must be completed within twelve (12) months from commencement of excavation.
 10. Any owner may construct on his or her front lot line an ornamental fence not to exceed three (3) feet in height or may plant and permit to grow an ornamental hedge trimmed at all times not to exceed three (3) feet in height, all to define his or her property. Owner may construct on rear lot line or side lot lines, but not forward of the front set back line, chain link or other decorative fences or plant hedges all in excess of the three (3) feet limit for privacy and pest control.
 11. No fence (side, rear, or front) shall be constructed of barbed wire, of woven wire, or creosote treated material above ground or any unsightly material. Chain link fence is permissible as set forth in Paragraph 8 above.
 12. No sod, earth, sand, gravel, or trees shall be removed to the injury of the value of or appearance of any lot; normal excavation for foundations and buildings and landscaping permitted. No unused building material, junk, or rubbish shall be left exposed on any lot, except during the actual building operation.
 13. No worn out or discarded automobiles, trucks, machinery or parts thereof shall be stored or allowed to remain on any lot in the Subdivision and no portion of any lot shall be used for junk piles or the storage of any kind of junk or waste material.
 14. No sign of any kind or billboards shall be displayed to the public view on any lot, except on one sign of not more than 5' square advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.
 15. Certain easements are established for installation and maintenance of utilities, such easements being clearly marked on the recorded plat of said subdivision.
 16. All lots in this Subdivision and road right-of-ways adjoining said lots and all improvements thereon shall be kept neat and in good repair and not allowed to grow in weeds.
 17. All premises located within this Subdivision shall be connected to the city sanitary sewer and water service.
 18. All electric and telephone lines installed for services to any lot in this subdivision shall be underground, both in the easement or street area and on the lots.
 19. These Covenants, Restrictions, and Conditions are to run with the land and shall be binding on all persons and all parties claiming ownership of said lots until January 1, 2022, at which time said Covenants, Restrictions, and Conditions shall be automatically extended for successive periods of ten (10) years, unless changed or modified by a vote of a majority of the then owners of the lots in said Subdivision.
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- 20. If any owner of any lot, or their heirs or assigns, shall violate or attempt to violate any of the Covenants, Restrictions, and Conditions herein set forth, it shall be lawful for any other person or persons owning any real estate in said Subdivision to prosecute such proceedings at law or ID equity against the person or persons violating or attempting to violate any such Covenants, Restrictions, and Conditions and to prevent him, her, or them from so doing or to recover damages for such violations.
- 21. If any of the Covenants, Restrictions, and Conditions herein set forth are violated and declared void by a court of competent jurisdiction, the remaining Covenants, Restrictions, and Conditions shall not be affected but shall stay and remain in full force and effect.
- 22. This agreement and the faithful performance of the terms thereof shall be binding upon the heirs, administrators, executors, assigns, grantees, and devisees of the parties to this contract, and upon the purchaser or purchasers of any lot or lots in said Subdivision located in Hamilton County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year indicated.



Gerald D. Warren, Manager of
Streeter, LLC, a Nebraska Limited Liability
Company, Seller

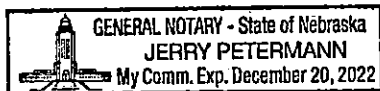
10/4/2021

Date

STATE OF NEBRASKA)
) ss.
County of Hamilton)

The foregoing was acknowledged before me, a Notary Public, qualified for said county, by **Gerald D. Warren**, as Manager of Streeter, LLC, a Nebraska Limited Liability Company, on behalf of the company.

WITNESS my hand and notarial seal this 4th day of October, 2021.




Notary Public

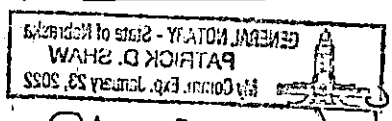
Steven J. Arnett
Steven J. Arnett, Manager of
Streeter, LLC, a Nebraska Limited Liability
Company, Seller

10-4-2021
Date

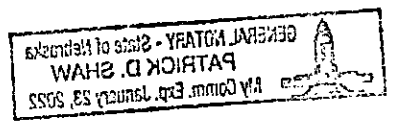
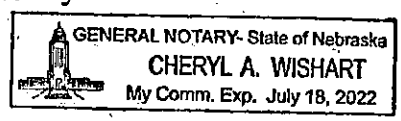
STATE OF NEBRASKA)
) ss.
County of Hamilton)

The foregoing was acknowledged before me, a Notary Public, qualified for
said county, by **Steven J. Arnett**, as Manager of Streeter, LLC, a Nebraska Limited
Liability
Company, on behalf of the company.

WITNESS my hand and notarial seal this 4th day of October, 2021.



Cheryl A. Wishart
Notary Public



Jannelle Seim

Jannelle Seim, President of Aurora Housing
Development Corporation., a Nebraska
non-profit corporation, Buyer

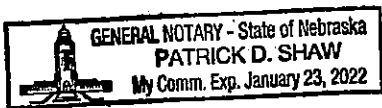
Oct. 4, 2021

Date

STATE OF NEBRASKA)
) ss.
County of Hamilton)

The foregoing was acknowledged before me, a Notary Public, qualified for said county, by **Jannelle Seim**, President of Aurora Housing Development Corporation., a Nebraska non-profit corporation, on behalf of the corporation.

WITNESS my hand and notarial seal this 4th day of October, 2021.



Patrick D. Shaw
Notary Public

Nicholas Heinrichs

Nicholas Heinrichs, Secretary of Aurora Housing
Development Corporation., a Nebraska
non-profit corporation, Buyer

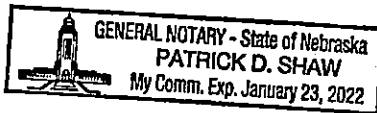
10-4-2021

Date

STATE OF NEBRASKA)
) ss.
County of Hamilton)

The foregoing was acknowledged before me, a Notary Public, qualified for said county, by **Nicholas Heinrichs**, Secretary of Aurora Housing Development Corporation., a Nebraska non-profit corporation, on behalf of the corporation.

WITNESS my hand and notarial seal this 4th day of October, 2021.



Patrick D. Shaw
Notary Public