

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BELLA VISTA, AN ADDITION TO THE CITY OF BLAIR,
WASHINGTON COUNTY, NEBRASKA

THIS DECLARATION made on the date hereinafter set forth by S. Michael Jensen and V. Gail Jensen, husband and wife, hereinafter referred to as the "Declarants."

WITNESSETH:

WHEREAS, the Declarants are the developers of the following described real property:

Lots 1, 2 & 3 in Bella Vista, an addition to
the City of Blair, Washington County, Nebraska

FILED
MAR 11 PM 2:20
CLERK OF DISTRICT COURT
WASHINGTON COUNTY
NEBRASKA

WHEREAS, the Declarants will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as set forth.

NOW, THEREFORE, the Declarants thereby declare that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said lots. These easements, covenants, restrictions, and conditions shall run with said real property and shall be binding upon all parties having or acquiring any right, title, or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS.

A. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

B. Properties. "Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of the real estate described hereinabove.

ARTICLE II

RESTRICTIONS FOR RESIDENTIAL UNITS

A. Purpose. Restrictive Covenants adopted herein are to preserve the appearance, exterior color or colors, architectural character, harmony of external design

Recorded _____
General _____
Numerical _____
Priorstat _____
Date _____

254

1

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 991203
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 11th DAY OF March, A.D. 1999
AT 2:20 O'CLOCK PM AND RECORDED IN BOOK
298 AT PAGE 254-258
COUNTY CLERK *Charlene G. Peterson*

and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction and size and suitability for residential purposes as part of its review procedure.

B. Residential Use. The Lots shall be used only for residential purposes.

C. Minimum Square Feet. No building shall be created, altered, placed, or permitted to remain on any Lot other than a detached single family dwelling which shall contain a minimum of 1,500 square feet.

D. Maximum Height. The maximum height of the dwelling shall be two (2) stories above the surface grade. The basement will be considered a story even if it is one hundred percent (100%) above grade on one or more sides and essentially below grade on the other sides.

E. Garages. All dwelling units shall have attached, enclosed, side by side, or tandem garages which must be capable of accommodating at least two (2) standard size automobiles per living unit. Detached garages built to code and matching the roof design, color, and building material of the main structure will be allowed. Garage doors shall have automatic openers.

F. Setbacks. All buildings shall be located in accordance with applicable zoning regulations.

G. Exposed Foundation. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick, stucco or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be covered with clay-fired brick, stucco or stone. Exposed portions of the foundation on the sides, or rear, not facing a street of a dwelling located on a corner lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stucco, stone, siding, or shall be painted.

H. Fences. No fences may be built forward of the rear most wall at each side (corner) of the rear of the dwelling except decorative fences no more than 42" in height constructed of brick, wrought iron, stone or wood, and being 50% open. Fences on side and rear yards shall be constructed only of wood, decorative iron, brick, stone, wire or chain link, and shall not exceed 6'. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

I. Prohibited Structures. No structure of a temporary character, basement, tent, shack, barn, or other out building shall be erected on said Lot, or used as a residence, temporarily or permanently. No prefabricated, or factory built house, or manufactured housing, trailer homes or mobiles homes shall be moved onto any of said Lots. This prohibition specifically includes mobile homes, manufactured or prefabricated homes,

and modular homes. Detached accessory or utility buildings are permitted so long as they are kept in good repair and are no larger than 10' x 12'.

J. Roofs. No flat roof shall be permitted on any dwelling.

K. Restrictions on Pets. Customary house pets may be kept. Care shall be taken to keep these pets within the confines of one's own property. Animals other than customary house pets are prohibited. Hoofed animals are specifically prohibited.

L. General Appearance Restrictions. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision except during construction of a residential dwelling or the day trash is collected for the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling.

M. Vehicle Restrictions. No semi-truck or trailer, camper, recreational vehicle, boats or similar vehicles shall be stored or maintained on the premises unless they are stored and housed inside a completely enclosed storage building. No repair of boats, campers, automobiles, trucks, motorcycles, or similar vehicles will be permitted outside of the garage on any lot for any longer than forty-eight (48) hours.

N. Lots Free of Rubbish and Mowing. All Lots shall be kept free of rubbish, debris, merchandise, and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation shall be allowed to reach more than a maximum height of eight inches (8").

O. No Field Crops on Lots. No field crops shall be grown upon any Lot at any time.

P. Restrictions on Use of Lot. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including but not limited to odors, dust, glare, sound, lighting, smoke, vibration, and radiation.

Q. When Dwelling Completed. A dwelling on which construction has begun must be completed within eighteen (18) months from the date the Building Permit was issued for said dwelling.

R. Gardens. Vegetable gardens shall be permitted only if maintained in the designated rear yard of any Lot behind the dwelling on said Lot.

S. Lawn and Yard Maintenance. All Lots shall be neatly maintained at all times, all grass and weeds shall be kept at a reasonable height, (maximum 8"). There shall be no accumulation of debris, machinery, disabled automobiles, or offensive material of any kind. No posters or advertising signs of any kind (except residential "For Sale" signs) shall be erected on any lot. The above restriction does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision.

T. Exterior Lighting. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

U. Sewer Systems. All sewer systems must be installed so as to comply with the existing State/County Health Codes. Such systems must be inspected during installation by an appropriately designated Health Inspector. Where septic tanks are used, they must be maintained in good condition and laterals buried in such a manner that there will be no surface drainage and be so constructed as to comply with the regulations established by the Nebraska Department of Health.

V. Excavation. All excavations, including utility trenches, shall be kept filled, compacted, and maintained by the owner of each lot and in no event shall the undersigned or its agents and associated entities become liable for such work or maintenance or any other claims arising from such excavations. No material other than earth, sand, rock, or gravel shall be used as fill or backfill on any lot.

ARTICLE III EASEMENTS AND LICENSES

A. All Lines Must Be Underground. All telephone, cable television, electrical power services lines, and gas lines from property line to dwelling shall be underground.

ARTICLE IV GENERAL PROVISIONS

A. Who May Enforce Covenants. The Declarants, their assigns, any Owner of a Lot named herein, shall each have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages for such violation. Failure by the Declarants or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Term of Covenants. This Declaration and the restrictions contained herein shall remain binding and in full force and effect for a period of twenty (20) years from the date of filing with the Washington County Clerk.

C. Amendment. This Declaration may be amended, changed by additional provisions or deleting provisions by the Declarants, or any persons, firm, corporation, partnership, or entity designated in writing by the Declarants, in any manner it shall determine in its full and absolute discretion, for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots covered by this Declaration.

D. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be duly executed on the 10 day of March, 1999.

S. Michael Jensen
S. Michael Jensen

V. Gail Jensen
V. Gail Jensen

STATE OF NEBRASKA)
)ss
WASHINGTON COUNTY)

On this 10 day of March, 1998, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came S. Michael Jensen and V. Gail Jensen, to me known to be the identical persons whose names are affixed to 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.



Joyce E. Johnson
Notary Public

My Commission expires

4-20-99