

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PLEASANT VALLEY SUBDIVISION,
BLAIR, WASHINGTON COUNTY, NEBRASKA

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THIS DECLARATION made as of the 31st day of AUGUST 1997, by James D. Judt and Jane L. Judt, Husband and WIFE, hereinafter referred to as the "Declarants".

WITNESSETH:

WHEREAS, the Declarants are the owners and developers of the following described real property, to-wit:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in Pleasant Valley Subdivision in the City of Blair, Washington County, Nebraska, and

WHEREAS, the Declarants intend to develop the real estate described hereinabove for commercial purposes and to sell individual lots therein to third party purchasers for the construction of commercial structures, and

WHEREAS, the Declarants desire to impose upon said real estate mutual and beneficial restrictions, covenants, conditions, and charges under a general plan for the benefit of the owners of said real estate and future owners of the same, and

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

NOW, THEREFORE, in consideration of the premises, Declarants, for themselves, their successors, assigns, and all future grantees and successors in title, do hereby impose, create, and place upon the real estate described hereinabove the reservations, conditions, covenants, and restrictions (all of which are hereby termed "Restrictions") contained hereinbelow. Declarants further declare that said real estate is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, and occupied subject to the provisions of this Declaration, all of which is declared to be in furtherance of a plan for the development, improvement, and sale of lots within said real estate, and are established for the purpose of enhancing the value, desirability, and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon the real estate; to create reciprocal rights between the respective owners of individual lots therein; to create a privity of contract and estate between the grantees thereof, their heirs and assigns, and shall, as to the owners of any interest in said real estate, their heirs, successors, and assigns, operate as covenants running with the land for the benefit of each and all other owners of said real estate, and this shall be

so, even if said Restrictions are omitted from any deed or instrument of conveyance of said lands, or any part thereof.

This Declaration and the Restrictions contained herein shall remain binding and in full force and effect from the date hereof until the 1st day of May, 2017, unless at any time waived, changed, or amended in writing by the Owner or Owners of a majority of the Lots comprising the real estate described hereinabove, and after the 1st day of May, 2017, this Declaration and the Restrictions contained herein shall be automatically extended for successive periods of ten years unless by vote of the then Owners of a majority of the Lots comprising the real estate described hereinabove it is agreed to waive, change, or amend said Restrictions in whole or in part. In connection with the waiver, change, or amendment of said Restrictions at any time, there shall be one vote for each platted Lot.

By accepting the delivery of a deed to any of said Lots 2-13, a grantee shall bind himself, his heirs, personal representatives, administrators, successors, assigns, and grantees, to observe and perform all Restrictions as fully as if they have joined in this Declaration.

When used in this Declaration, the following terms shall be defined as set forth hereinbelow:

"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.

"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 Lots 2-13, inclusive, of Pleasant Valley Subdivision.

"Lot" shall mean and refer to Lots 2-13, inclusive, of Pleasant Valley Subdivision, or any one of them individually.

"Declarants" shall mean and refer to James D. Judt and Jane L. Judt, Husband and Wife.

"Association" shall mean and refer to Pleasant Valley Association, Inc., a Nebraska non-profit corporation, of which each Owner shall be a member.

ARTICLE I

BUILDING RESTRICTIONS

The Lots shall be improved only upon full compliance with the following:

a. No building or other type of improvement shall be built, altered, constructed or maintained on any Lot unless same shall conform to the Restrictions of this Declaration, and unless the Owner thereof shall have obtained the express written approval for such construction from the Declarants or their legally designated representative. Any construction shall conform to external design and location in relation to surroundings and topography and other relevant architectural factors, location within the Lot boundary lines, quality of construction, size, and suitability for the intended purposes of such building. Prior to any construction or grading on the Lot, the Owner must first submit construction plans to the Declarants, or the grantee or nominee of the Declarants, and secure written approval thereof. Plans shall include site plans showing location of buildings and structures, exterior elevations, exterior materials, floor plan, foundation plan, plot plan, proposed building signage, landscaping plan, drainage plan, and site lines. Within thirty (30) days after receipt of said plans, the Declarants shall notify the Owner, in writing, of approval or disapproval of the plans.

b. Declarants may, at their option, adopt uniform design specifications with which all buildings and parking areas constructed on said Lots shall be required to conform.

c. No building or other improvement may be built of materials other than wood, metal, stone, brick, brick veneer, dryvit, or combinations thereof as approved by the Declarants, or other materials acceptable to and approved by the Declarants. Exposed foundations shall be brick or stone-faced. Roofs shall be covered by standard roofing materials. No exposed concrete block shall be allowed for facing on any building. All facing shall be of decorative stone, brick or other materials acceptable to and approved by the Declarants.

d. No above ground storage tanks shall be allowed.

e. No material other than earth, sand, rock, gravel, or other fill materials approved by the Declarants shall be used as fill on the Lot. The general grade and slope of the Lot shall not be altered or changed without prior written permission of the Declarants, or their designated representative.

f. All parking areas in Pleasant Valley Subdivision shall be paved with concrete. At the time of the transfer of a Lot to an Owner, a portion of the purchase price therefor will be designated for payment into a fund created for the payment of the cost of the pavement for the parking areas. All driveways shall be paved with concrete at the expense of Owner.

g. Declarants shall pave the parking areas for Lots 2-8 within twelve (12) months of the date of each purchase of said Lot or when 85% of Lots 2-8 are sold, whichever shall first occur. Declarants shall pave the parking areas for Lots 9-13 within twelve (12) months of the date of each purchase of said Lot or when 85% of Lots 9-13 are sold, whichever shall first occur. All funds paid by Owners for paving shall be placed into an interest bearing account and shall be returned if the Declarants fail, for any reason, to perform the requirements herein.

h. Each Owner shall be responsible for the future repair or replacement of parking area paving.

i. All grading shall maintain the drainage system contours as established in the Final Plat of the Subdivision.

j. All gutter and down spout locations must follow the drainage design and be submitted to the Declarants for approval.

k. A sidewalk shall be installed and maintained by the Owner. The size and design must be approved by the Declarants prior to construction.

l. All city building code and regulations shall be followed by Owners in construction of any building, sidewalk, or parking lot.

ARTICLE II

USE RESTRICTIONS

The following Restrictions are imposed upon the Lots and may be enforced by the Declarants, their designated representative, or the Association.

a. No machinery, equipment, inventory, supplies, or building or other materials shall be stored or maintained on the exterior of any building.

b. Exterior lighting installed shall be indirect or of controlled focus and intensity so as not to disturb the occupants of Lots 1-14, Pleasant Valley Subdivision.

c. No used, previously erected, or temporary structure, mobile home, or non-permanent structure shall be placed, erected, or permitted to be located on any Lot other than as from time to time permitted for construction of a building on said Lot.

d. No Lot shall be used, in whole or in part, for keeping or storage of any property or thing that will cause the Lot to appear unclean or untidy, nor shall any substance

obnoxious odor, or cause noise that will or might disturb the occupants of Lots 1-14, Pleasant Valley Subdivision. All rubbish, trash, and garbage shall be removed in a timely manner from each Lot at the expense of the Owner or occupant. All trash containers shall be screened from view.

e. Parking areas shall conform to the requirements of the ordinances and building code of the City of Blair. Each Owner shall dedicate two spaces for employee/owner parking and said spaces shall be on the side closest to Pleasant Valley Boulevard. Handicapped parking shall be designated by city code.

f. Green areas shall be maintained by the Association, and no Owner may cause damage to the designated green areas.

g. The Owners of Lots 8 and 9 in Pleasant Valley Subdivision shall take title subject to an existing Easement for the maintenance of an earthen dam located on the east side thereof. In addition, the Owners of said Lots 8 and 9 shall be restricted from, in any way, interfering with the dam, as constructed, and shall not remove any dirt therefrom or otherwise disturb the integrity thereof; provided, however, that this restriction may be effectively terminated by written agreement filed for record and executed by the Owners of Lots 8 and 9 and the grantees of said Easement, or their successors or assigns.

h. No structure, whether permanent or temporary, shall be placed on or within any parking area in Pleasant Valley Subdivision, and the Owner of each Lot shall take no action which will restrict parking within said parking areas, except for handicapped and employee parking areas.

ARTICLE III

EASEMENT FOR PUBLIC UTILITIES

1. A perpetual license and easement is reserved for the benefit of the public utility services, their successors and assigns, over, upon, and below an eight (8) foot strip of land adjoining the rear boundary lines of each Lot and a five (5) foot strip of land adjoining the front and side boundary lines of each Lot to locate, erect, construct, reconstruct, inspect, and maintain sanitary sewers, storm sewers, drains, gas and water mains and lines, electric lines, telephone lines, television antenna lines, and other utilities. The parties for whose benefit this reservation runs may enter upon the easement area without consent of the Owner at any time, in order to locate, erect, construct, reconstruct, inspect, and maintain the above described utilities. No trees, shrubbery, structures, buildings,

fences, or similar improvements shall be located or maintained within the easement area which may damage or interfere with use of the easement area.

2. No permanent buildings or improvements shall be built or maintained within the utility easement area which may damage or interfere with use of the easement area.

ARTICLE IV

OWNERS ASSOCIATION

1. Declarants and every Owner of a Lot shall be a member of the Association. No Owner shall have more memberships than the number of Lots owned by such Owner. Memberships shall be appurtenant to, and may not be separated from, ownership of a Lot. Ownership of a Lot or Lots shall be the sole qualification of membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

2. Members (Owners) shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as among themselves determined, but in no event shall more than one vote be cast with respect to any Lot.

3. The Association shall have the right to suspend voting rights and rights to the use of common areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

4. The Association shall have the right, through its Board of Directors, to pass and amend, from time to time, rules and regulations governing the use of certain parts or all of the common areas for the welfare and good of all Owners within the Properties or to transfer said Properties to any public agency or nonprofit corporation if the Board deems it in the best interest of the Subdivision.

5. The Association shall be entitled to collect annual assessments for the purposes of maintaining the common areas (including electrical costs) and for contracting for snow removal on the parking lots, Pleasant Valley Boulevard, and for mowing of the green areas. An individual Lot Owner may contract for snow removal on his individual parking lot, provided, however, that he obtains permission from the Declarants.

6. Until January, 1998, the maximum annual assessment shall be \$150.00, payable in four quarterly installments of \$37.50, subject to adjustment as hereinafter set forth:

a. From and after January 1, 1998, the annual assessment may be increased each year not more than 10% above the assessment for the previous year without a vote of the membership.

b. From and after January 1, 1998, the annual assessment may be increased above 10% of the annual assessment of the previous year by a vote of two-thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose.

c. The Board of Directors must fix the annual assessment.

ARTICLE V

AMENDMENTS

This Declaration may be amended or changed, by additional provision or by deleting provisions, by the Declarants, or any persons, firm, corporation, partnership, or entity designated in writing by the Declarants, in any manner they shall determine in their full and absolute discretion for a period of five (5) years from the date hereof, or until 85% of the Lots covered by this Declaration are sold. Thereafter, this Declaration may be amended by the Board of Directors of the Association with a two-thirds majority vote.

ARTICLE VI

ENFORCEMENT

Enforcement of this Declaration may be brought by the Declarants, or their legal representative, by a proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by this Declaration; failure by the Declarants, or their legal representative, to enforce any Restriction shall not be deemed a waiver of the right to do so thereafter.

ARTICLE VII

SEVERABILITY

Invalidation of any Restriction by judgment or Court order shall in no way affect any other provision hereof, all of which shall continue to remain in full force and effect.

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ARTICLE VIII

MODIFICATION

The Declarants, or their assignee or nominee, shall have the right to waive application of any Restriction or easement described herein. Such waiver must be in writing.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be duly executed the date and year first aforesaid.

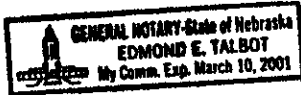
James D. Judt
James D. Judt

Jane L. Judt
Jane L. Judt

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this 31st day of July, 1997, before me, a General Notary Public, personally came James D. Judt and Jane L. Judt, Husband and Wife, known to me to be the persons who signed the foregoing instrument, and they acknowledged said execution to be their voluntary act and deed.

Edmond E. Talbot
Notary Public



STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 2991
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 1st DAY OF August A.D. 19 97
AT 1041 O'CLOCK 2 M. AND RECORDED IN BOOK
270 AT PAGE 390
COUNTY CLERK Marjette S. Petersen
DEPUTY

Approved _____
General _____
Notary _____
Public _____