

20026050

780

STATE OF NEBRASKA COUNTY OF WASHINGTON'SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 22nd DAY OF October A.D. 2002  
AT 2:33 O'CLOCK P M AND RECORDED IN BOOK  
377 AT PAGE 780-786

FILED

02 OCT 22 PM 2:33

COUNTY CLERK Charlotte L. Petersen  
DEPUTY Maren Madson

Recorded	<u>/</u>	CHARLOTTE L. PETERSEN
General	<u>/</u>	WASHINGTON COUNTY CLERK
Numerical	<u>/</u>	BLAIR, NEBR
Photostat	<u>/</u>	
Proteo	<u>/</u>	

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
PLEASANT VALLEY SUBDIVISION,  
BLAIR, WASHINGTON COUNTY, NEBRASKA**

COME NOW James D. Judd and Jane L. Judd, Husband and Wife, the Declarants under a Declaration of Covenants, Conditions, and Restrictions for Pleasant Valley Subdivision, Blair, Washington County, Nebraska, which original Declaration was filed and recorded in Book 270 at Pages 283 through 290 in the Numerical Index at Washington County, Nebraska, filed on the 19<sup>th</sup> day of August, 1997, and a First Amendment to Declaration of Covenants, Conditions, and Restrictions for Pleasant Valley Subdivision, Blair, Washington County, Nebraska, which original First Amendment was filed and recorded in Book 297 at Pages 569 through 570 in the Numerical Index at Washington County, Nebraska, filed on the 26<sup>th</sup> day of February, 1999, and, pursuant to ARTICLE V of such Declaration, hereby amend and replace, in its entirety, said Declaration of Covenants, Conditions, and Restrictions for Pleasant Valley Subdivision, including the previous First Amendment thereto, as follows:

"THIS DECLARATION made as of the 31<sup>st</sup> day of July, 1997, by James D. Judd and Jane L. Judd, 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 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, Washington County Bank, Blair, Nebraska is the owner of Lot 2, Pleasant Valley Subdivision in the City of Blair, Washington County, Nebraska.

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

780

WHEREAS, the Declarants desire to impose upon said real estate mutual and beneficial restrictions, covenants, and conditions 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, and liens 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 herein above the reservations, conditions, covenants, and restrictions (all of which are hereby termed "Restrictions") contained herein below. 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 1<sup>st</sup> day of May, 2017, unless at any time waived, changed, or amended in writing by the Owners of the Lots comprising the real estate described herein above, and after the 1<sup>st</sup> 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 herein above 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 covered by these Covenants as they now exist.

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 herein below:

"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 1-13, 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.

#### 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 area 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 and driveways in Pleasant Valley Subdivision shall be paved with concrete or asphalt at the expense of the Owner.

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

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

## ARTICLE II

### USE RESTRICTIONS

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

a. No machinery, equipment, inventory, supplies, or building or other materials shall be stored or maintained on the exterior of any building, unless said items are routinely displayed for retail sale.

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 cause 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. Handicap parking shall be designated by city code.

f. 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.

### ARTICLE III

#### EASEMENT FOR PUBLIC UTILITIES

a. 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.

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

### ARTICLE IV

#### AMENDMENTS

This Declaration may be amended by the Owners of the Lots subject to these covenants with a two-thirds majority vote. Each Owner of a Lot subject to these covenants as originally platted and subdivided shall have one vote.

ARTICLE V

ENFORCEMENT

Enforcement of this Declaration may be brought by the Declarants, or their legal representatives, 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 VI

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.

ARTICLE VII

WAIVER

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 these presents to be executed this 21 day of October, 2002.

James D. Judt  
James D. Judt

Jane L. Judt  
Jane L. Judt

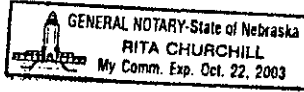
WASHINGTON COUNTY BANK

By [Signature]

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

The foregoing instrument was acknowledged before me this 21 day of October, 2002,  
by James D. Judt and Jane L. Judt, Husband and Wife.

Rita Churchill  
Notary Public



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

The foregoing instrument was acknowledged before me this 15 day of Oct 2002,  
by Michael McDonald on behalf of Washington County Bank.

G P Drew  
Notary Public

