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DECLARATION OF COVENANTS

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY, CLERK  
BLAIR, NEBR.

This declaration is made on this 3rd day of August, 2000, by C. Ray Harmon, Trustee of the C. Ray Harmon Revocable Trust dated August 27th, 1996, hereafter referred to as "Declarant".

Preliminary Statement

The Declarant is the owner of the tracts of real property described on the attached Exhibit "A", said Exhibit "A" being specifically incorporated herein by this reference.

Such real property is hereinafter referred to collectively as the "lots" and individually as each "lot".

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities of such community and for the maintenance of the character and residential integrity of the lots;

NOW, THEREFORE, the Declarant hereby declares that each and all of the lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each lot, or any part thereof, as is more fully described herein. The lots, and each lot as and shall be subject to all and each of the following conditions and other terms:

ARTICLE I  
RESTRICTIONS AND COVENANTS

1. Each lot shall be used exclusively for single family residential home purposes, except for such lots or parts thereof as may hereafter be conveyed or dedicated by Declarant or Declarant's successors or assigns for use as a church, school or park or for any non-profit use or for such other usage as Declarant may later declare.

2. The only buildings which may be erected on said lots shall be single family dwellings, with each dwelling to have not less than a double car garage attached thereto and

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other reasonable appurtenances attached thereto, of at least 1,500 square feet of living space exclusive of basement, garage, breeze-way, and other areas appurtenant to the principal building (or in the event of a multi-level building, 1,800 square feet of living space on the main level of the building exclusive of basement, garage, breeze-way, patio other levels, and other areas appurtenant to the principal building continuing with the premises excepting, however, that no full two-story homes will be permitted without the express, written consent of the Declarant). The front boundary of any said dwelling or other Improvement shall be no less than forty (40) feet from the road, roadway, or street and said dwelling and/or any other Improvement (as hereinafter defined) or structure shall be no closer than fifteen (15) feet from any rear or side lot boundary lines. Mobile homes and homes substantially constructed off-site (excepting those expressly approved in writing by Declarant) shall not be allowed and the lot owner(s), family members and other persons shall not reside in any said Improvement, home or dwelling that is less than ninety percent (90%) complete. Grading of lots prior to construction shall be kept to a minimum and the natural cutting down or destruction of any trees is subject to the approval of Declarant and Declarant's successors and assigns (said successors and assigns to possibly include any association and/or committee hereafter created by Declarant and/or other lot owners).

3. For an initial period of twenty (20) years after the filing of this Declaration, no residence, structure, building, fence, wall, drive-way, patio, patio enclosure, swimming pool, dog house, tree house, antenna, satellite receiving stations, ("discs"), flag pole, solar heating or cooling device, tool shed, windmill or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

- (i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "the plans"); such plans shall include a description, type, quality, color and use of material(s) proposed for the exterior of such material(s) proposed for the exterior of such Improvement. Concurrent with submission of the plans, owner

shall notify Declarant of the owner's mailing address.

- (ii) Declarant shall review such plan in relationship, to the type and exterior of Improvements constructed, or approved for construction, on neighboring lots and in the surrounding area and any general scheme or plans formulated by Declarant.
- (iii) Written notice of any refusal to approve a proposed Improvement shall be mailed to the lot owner at the address specified by the lot owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of refusal is not mailed with such period, the proposed Improvement shall be deemed approved by Declarant.
- (iv) No lot owner(s) or combination of lot owners, or other person or persons shall have any right to any action by Declarant or to control, direct or influence the act of Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant herein, or as a result of any act or failure to act by Declarant, with respect to any proposed Improvement.

4. All Improvements must be constructed of Declarant approved material(s). The exposed portion of the front foundation wall as well as any foundation wall (facing a street, road, roadway or entry way to said lots) of all main residential structures shall be constructed of or faced with brick, simulated brick, stone, stucco or other Declarant approved material(s) and the front of all residential structures shall be constructed of brick, simulated brick, stone, stucco or other Declarant approved material(s). All exposed side and rear concrete or concrete block foundation walls (not facing a street, road, roadway or entryway) must be painted. All driveways must be constructed of concrete, brick, paving stone, asphalt, or laid rock or stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. All other foundations shall be painted. Any septic tanks servicing a dwelling on a lot shall be maintained in a good and sanitary

condition, with laterals buried in such a manner to preclude any surface drainage onto other lots. Fireplace chimneys shall be covered with brick, stone or siding, unless other comparable materials are specifically approved by Declarant.

5. No advertising signs, billboard, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot except one sign per lot consisting of not more than six (6) square feet advertising a lot as "For Sale", nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any lot, excepting, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, its agents or assigns, during the construction and sale of the lots.

6. No repair or any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any lot. No unused building material(s), junk or rubbish shall be left exposed on the lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

7. No boat, camper, trailer, auto-drawn or mounted trailer or any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section or paragraph 7 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

8. The owner(s) of each lot shall preclude, disallow and prevent the discharge or shooting of any firearms or weapons by any persons residing on or coming onto the lot of said owner(s).

9. 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.

10. Construction of any Improvement shall be completed within one (1) year from the date the foundation was commenced for such dwelling, and if the construction of a dwelling is not completed within one (1) year from the date the foundation was commenced for such dwelling, Declarant shall have the option during the sixty (60) day period after said one (1) year date to repurchase and acquire said lot for the same sale price.

11. In the event any lot owner(s) desire(s) to construct a sidewalk on that owner's(s') lot, any said sidewalk shall be subject to approval of Declarant and shall be five (5) feet from any front curb or boundary of the said street/roadway, said five (5) foot or more strip being reserved in the front of each lot as well as no a less than five (5) foot strip being reserved on the sides and rear of each lot for utilities and/or utility companies or entities, such utilities to include underground electric, gas, water, telecommunications, including any cables, wires, conduits, manholes, drains, splicing boxes or other appropriate appurtenances relative to said utility or utility companies or entities, and all said utility service lines from each five (5) foot set back section of each lot line to a dwelling or other improvement shall be underground.

12. No stable or other shelter for any animal shall be erected, except as herein provided excepting, however, that a dog house may be constructed for not more than two (2) dogs and other (smaller) household pets shall be permitted, provided always that the construction plans, specifications and the location of the proposed structure has been first approved by Declarant, or Declarant's assigns. Dog runs and dog houses shall only be allowed at the rear of the building and concealed from public view.

13. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as to not be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no trees will be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.

14. No portion of any lot shall be used for dumping of earth or any waste materials. Lot owners shall also reasonably maintain the lawn, shrubs and area immediately surrounding a dwelling in a fit and reasonable manner. Additionally, each lot owner shall have the affirmative obligation and duty to destroy and/or remove any noxious weeds from said owner's(s') lot.

15. No structure of a temporary character, trailer, basement, tent, barn, outbuilding or shack shall be erected upon or used on any lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside of the property to any lot unless the written approval of Declarant is first obtained. Storage buildings shall not exceed dimensions of twenty feet by ten feet (20' x 10') and shall consist of the same siding and footing materials (and color/s) as the house/dwelling appurtenant thereto.

16. All waste property or debris resulting from construction or Improvements shall be removed from the site/lot and delivered to a waste disposal site holding an appropriate government issued license.

17. Any swimming pool plans must be first approved by Declarant, and any approved swimming pool shall extend no more than one (1) foot above ground level; furthermore, all pools shall be properly guarded/safe-guarded from uninvited guests or users, especially minors/children.

18. Unless and until the said "Logan Lane" is subject to the control and jurisdiction of a governmental entity insofar as speed limits, the speed limit on the said "Logan Lane" shall be fifteen (15) MPH or less regarding any unit of transportation or motorized vehicle coming thereon.

19. A lot owner(s) shall preclude, prohibit or otherwise disallow any excessive noise or sound emitting from that owner's(s') lot, to include those noises or sounds generated by motor vehicles, motors, motorized equipment (unless deemed necessary by Declarant regarding the construction of a approved dwelling or approved appurtenance thereto) as well as loud or excessive music or the sounds emitting from musical instruments.

20. No fires or burning shall be permitted (except for approved, interior fireplaces) on any lot without the express and prior approved and permission of the fire department or other governmental entity regulating outside burning.

ARTICLE II  
GENERAL PROVISIONS

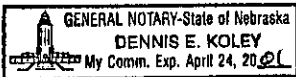
Except for the authority and powers specifically granted to Declarant, the Declarant or any owner of a lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant (or Declarant's successors) 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.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 3rd day of August, 2000.

*C. Ray Harmon*  
C. Ray Harmon, Trustee of the  
C. Ray Harmon Revocable Trust  
dated August 27th, 1996,  
Declarant herein

STATE OF NEBRASKA)  
  )SS.  
COUNTY OF DODGE )

The above and foregoing DECLARATION OF COVENANTS was acknowledged before me, a Notary Public, on this 3<sup>rd</sup> day of August, 2000, by C. Ray Harmon, Trustee of the C. Ray Harmon Revocable Trust dated August 27th, 1996, Declarant herein.



*Dennis E. Koley*  
Notary Public  
My Commission Expires: *4/24/01*

Recorded       ✓        
General       ✓        
Numerical       ✓        
Photostat       \_\_\_\_\_  
Prootec       \_\_\_\_\_

2000 3099  
STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 4<sup>th</sup> DAY OF August A.D. 2000  
AT 2:49 O'CLOCK P.M AND RECORDED IN BOOK  
321 AT PAGE 356-365  
COUNTY CLERK Charlotte S. Petersen  
DEPUTY Janet Madsen

## Exhibit A, Page 1

## TRACT 1:

Part of Tax Lot 16 lying in the E½ NW¼ of Section 17, Township 18 North, Range 9 East of the 6th Principal Meridian, Washington County, Nebraska, and more particularly described as follows:

From the northwest corner of Section 17, Township 18 North, Range 9 East; thence N 90°00'00" E (assumed bearing) along the north line of said Section 17 a distance of 1599.03 feet; thence S 06°38'32" W a distance of 810.31 feet to the Point of Beginning; thence N 88°06'15" E a distance of 885.40 feet; thence S 01°30'35" W a distance of 59.23 feet to a point of curvature; thence along a 233.00 foot radius curve to the left an arc distance of 140.77 feet; thence S 59°48'55" W a distance of 1166.60 feet; thence N 06°38'32" E a distance of 754.94 feet to the Point of Beginning; and containing 10.01 Acres, more or less.

## TRACT 2:

Part of Tax Lot 16 lying in the NE¼ NW¼ of Section 17, Township 18 North, Range 9 East of the 6th Principal Meridian, Washington County, Nebraska, and more particularly described as follows:

From the northwest corner of Section 17, Township 18 North, Range 9 East; thence N 90°00'00" E (assumed bearing) along the north line of said Section 17 a distance of 1599.03 feet; thence S 06°38'32" W a distance of 42.41 feet to the Point of Beginning; thence S 58°40'10" E a distance of 939.55 feet; thence S 01°30'35" W a distance of 245.00 feet; thence S 88°06'15" W a distance of 885.40 feet; thence N 06°38'32" E a distance of 767.90 feet to the Point of Beginning; and containing 10.01 Acres, more or less.

## TRACT 3:

Part of Tax Lot 16 lying in the NE¼ NW¼ and the NW¼ NE¼ in Section 17, Township 18 North, Range 9 East of the 6th Principal Meridian, Washington County, Nebraska, and more particularly described as follows:

From the northwest corner of Section 17, Township 18 North, Range 9 East; thence N 90°00'00" E (assumed bearing) along the north line of said Section 17 a distance of 1599.03 feet to the Point of Beginning; thence continuing N 90°00'00" E along said north line a distance of 1295.07 feet; thence S 00°00'00" E a distance of 414.35 feet; thence S 90°00'00" W a distance of 494.37 feet; thence S 01°30'35" W a distance of 116.35 feet; thence N 58°40'10" W a distance of 939.55 feet; thence N 06°38'32" E a distance of 42.41 feet to the Point of Beginning; and containing 10.01 Acres, more or less.

## TRACT 4:

Part of Tax Lot 16 and part of Tax Lot 18 lying in the NW¼ NE¼ of Section 17, Township 18 North, Range 9 East of the 6th Principal Meridian, Washington County, Nebraska, and more particularly described as follows:

From the northwest corner of Section 17, Township 18 North, Range 9 East; thence N 90°00'00" E (assumed bearing) along the north line of said Section 17 a distance of 2894.10 feet to the Point of Beginning; thence continuing N 90°00'00" E along said north line a distance of 538.75 feet to a point on the easterly right-of-way line of 6th Street as platted in the Village of Fontanelle, Washington County, Nebraska; thence S 00°22'39" E along said easterly right-of-way line a distance of 670.52 feet to a point in the centerline of Pennsylvania Street as platted in said Village of Fontanelle; thence S 89°38'05" W along said centerline a distance of 50.30 feet to a point in the centerline of said 6th Street; thence S 00°22'02" E along said centerline a distance of 452.70 feet to a point on the north right-of-way line of Maryland Street as platted in said City of Fontanelle; thence S 89°38'05" W along said north right-of-way line a distance of 245.39 feet; thence N 19°24'26" W a distance of 753.54 feet; thence N 00°00'00" W a distance of 414.35 feet to the Point of Beginning; and containing 11.44 Acres, more or less.

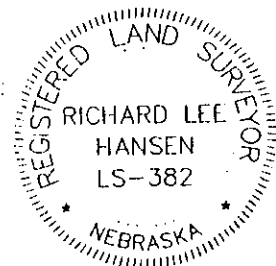
## TRACT 5:

Part of Tax Lot 16 and part of Tax Lot 18 lying in the NE¼ NW¼ and the NW¼ NE¼ all lying in Section 17, Township 18 North, Range 9 East of the 7th Principal Meridian, Washington County, Nebraska, and more particularly described as follows:

From the northwest corner of Section 17, Township 18 North, Range 9 East; thence N 90°00'00" E (assumed bearing) along the north line of said Section 17 a distance of 2894.10 feet; thence S 00°00'00" W a distance of 414.35 feet to the Point of Beginning; thence S 19°24'26" E a distance of 753.54 feet to a point on the north right-of-way line of Maryland Street as platted in the Village of Fontanelle, Washington County, Nebraska; thence S 89°38'05" W along said north right-of-way line a distance of 550.78 feet to a point of curvature; thence along a 183.00 foot radius curve to the right an arc distance of 178.94 feet to a point of tangency; thence N 34°20'27" W a distance of 70.06 feet to a point of curvature; thence along a 268.00 foot radius curve to the right an arc distance of 7.42 feet; thence N 59°48'55" E a distance of 33.04 feet to a point on a 233.00 foot radius curve to the right; thence along said 233.00 foot radius curve an arc distance of 140.77 feet; said curve having a chord bearing of N 15°47'54" W and a chord distance of 138.64 feet to a Point of Tangency; thence N 01°30'35" E a distance of 420.58 feet; thence N 90°00'00" E a distance of 494.37 feet to the Point of Beginning; and containing 10.01 Acres, more or less.

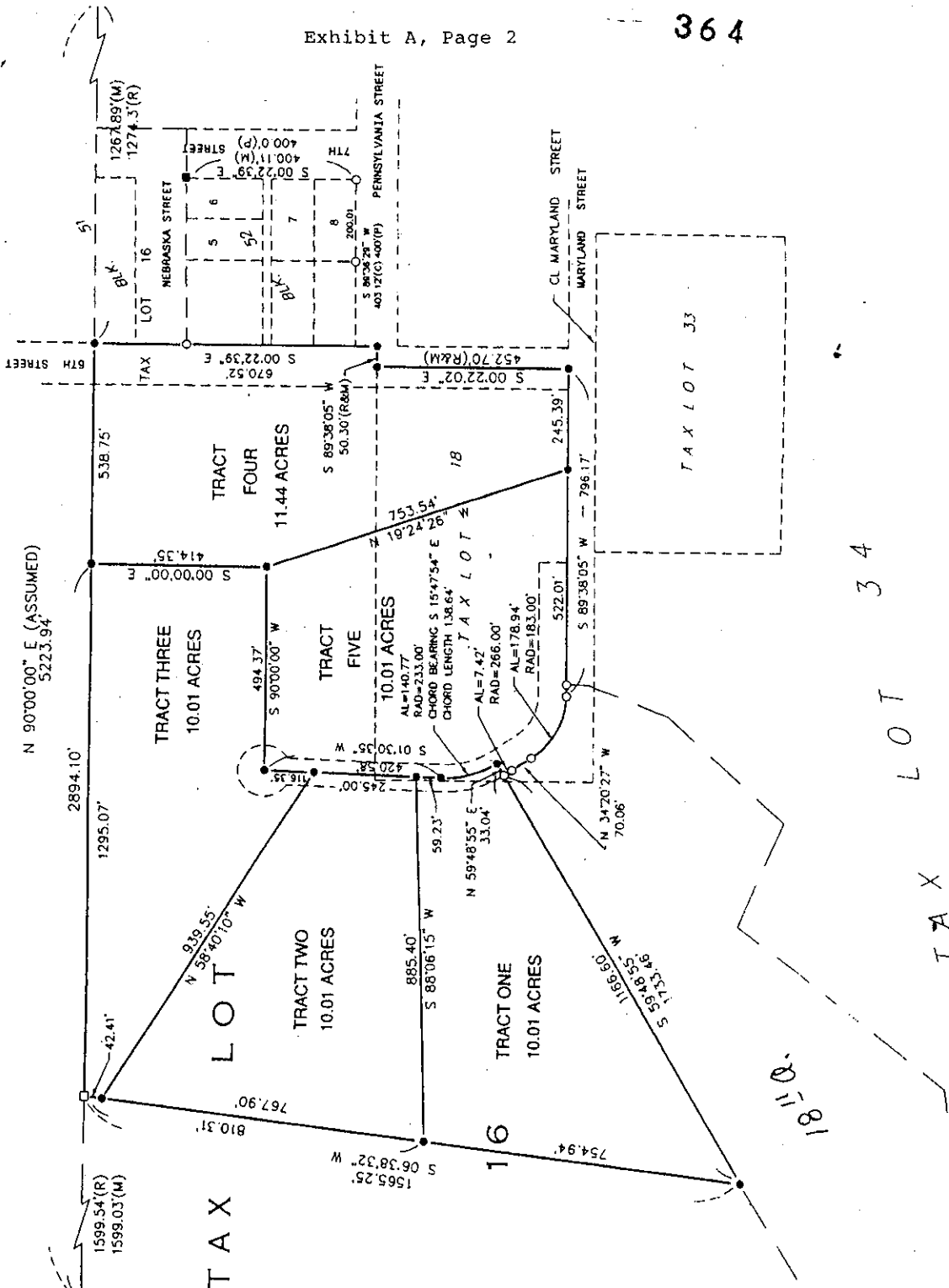
SURVEYOR'S CERTIFICATION:

I hereby certify that the Survey shown and described hereon was made under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.



*Richard L. Hansen*  
 Richard L. Hansen  
 Registered Land Surveyor  
 Registration No. LS-382  
 Date: September 29, 1998  
 Client: C. Ray Harmon  
 Job No: 95-255





0 300 Feet

**LEGEND**

1 INCH = 300 FEET

- SUBDIVISIONAL CORNER FOUND (SEE TIES)
- 2-1/2" OPEN TOP PIPE FOUND
- 5/8" PINCH TOP PIPE FOUND
- 1/2" REBAR FOUND
- COMPUTED POINT (NOT SET)
- 1/2" x 24" REBAR SET
- MEASURED DISTANCE
- DISTANCE OF RECORD
- COMPUTED DISTANCE
- DISTANCE AS PLATTED
- ARC LENGTH

**TO SUBDIVISIONAL CORNERS:**

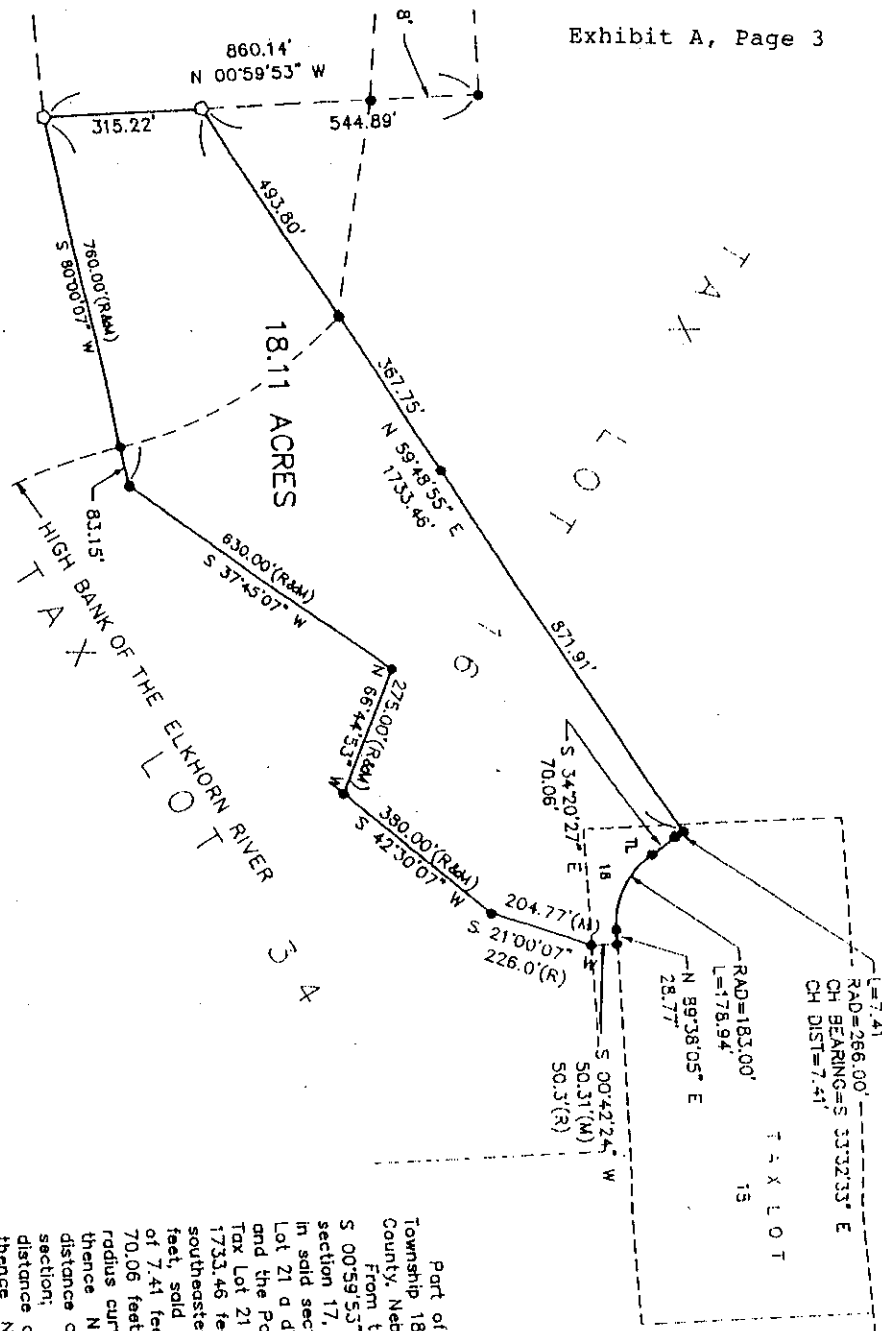
- 1 West Corner of Section 17-18-9
- UND IRON BURIED 0.5' WITH "X" STAMPED ON TOP
- 8.98' NNE to duplex nail in stop ahead sign post
- 4.37' SSE to duplex nail in power pole
- 2' W to centerline North-South county road

**least Corner of Section 17-18-9**

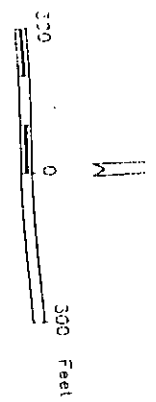
- UND 2" OPEN-TOP PIPE BURIED 1.0'
- 7' S to East-West fence line
- 3.21' SE to duplex nail in power pole
- 3.33' SW to duplex nail in power pole

TAX LOT 34

18-11-18



$L=7.41'$   
 $RAD=266.00'$   
 $CH BEARING=S 33°2'33\" E$   
 $CH DIST=7.41'$



- LEGEND
- — SUBDIVISIONAL CORNER FOUND
  - — COMPUTED POINT (NOT SET)
  - — 1/2" x 24" REBAR SET
  - (M) — MEASURED DISTANCE
  - (R) — RECORD DISTANCE
  - (C) — COMPUTED DISTANCE

**LEGAL DESCRIPTION**

part of Tax Lot 16, and part of Tax Lot 18, lying in Section 17, Township 18 North, Range 9 East of the Sixth Principal Meridian, Washington County, Nebraska and more particularly described as follows:

From the Northwest corner of section 17, T-18-N, R-9-E, thence S 00°59'53" E (assumed bearing) along the west line of the NW 1/4 of said section 17, a distance of 2228.45 feet to the southwest corner of said Tax Lot 21 in said section; thence N 86°15'46" E along the south line of said Tax Lot 21 a distance of 867.94 feet to the southeast corner of said Tax Lot 18 and the Point of Beginning; thence N 00°59'53" W along the east line of Tax Lot 21 a distance of 315.22 feet; thence N 59°48'55" E a distance of 1733.46 feet to a point on a 266.00 foot radius curve, an arc distance of 7.41 feet, said curve having a chord bearing of S 34°20'27" E and a chord distance of 7.41 feet; thence S 33°32'33" E and a distance of 70.06 feet to a point of tangency; thence S 34°20'27" E a distance of 70.06 feet to the left an arc distance of 178.94 feet to a point of tangency; thence N 89°38'05" E a distance of 28.77 feet; thence S 00°42'24" W a distance of 50.31 feet to a point on the northerly line of tax lot 34 in said section; thence along said northerly line as follows: S 21°00'07" W a distance of 204.77 feet; thence S 42°30'07" W a distance of 380.00 feet; thence N 66°44'53" W a distance of 275.00 feet; thence S 37°45'07" W a distance of 833.15 feet; thence S 80°00'07" W a distance of 760.00 feet to the Point of Beginning and containing 18.11 acres more or less.

(C)

W 1/4 Corner of Sec. 17-18-9  
 FOUND 1/2" REBAR WHITNESS 70.44' SOUTH OF THE  
 WEST 1/4 CORNER ON LINE BETWEEN THE WEST 1/4  
 CORNER AND THE SW CORNER OF SECTION 17  
 50' ± N to top of river bank

**SURVEYORS' CERTIFICATION:**

I hereby certify that the Survey shown and described hereon was made under my direct supervision and I am duly Registered

**TIES TO SUBDIVISIONAL CORNERS**

-18-9  
5" WITH "X" STAMPED