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STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 985360  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 5th DAY OF November A.D. 1998  
 AT 1:42 O'CLOCK P M AND RECORDED IN BOOK  
291 AT PAGE 566-570  
 COUNTY CLERK Charlatte A. Petersen  
Jason Madson

**DECLARATION**

**OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made as of the 13th day of October, 1998, by Wayne W. Dein, a single person and Catharine M. Dein, a single person, hereinafter referred to as the "Declarant",

**WITNESSETH:**

WHEREAS, Declarant is the owner and developer of certain real property known as **Dein Hills** and more particularly described as follows:

North Half of the Southeast Quarter (N 1/2 SE 1/4) and Tax One (1) in Section 32, Township 18 North, Range 12 East of the 6th P.M., Washington County, Nebraska, hereinafter referred to as "properties".

WHEREAS, Declarant intends to develop the real estate described hereinabove for residential purposes and to sell individual lots therein to third party purchasers for the construction of single-family dwellings, and

WHEREAS, Declarant desires hereby 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, Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, it's successors, assigns, and all future grantees and successors in title, does hereby impose, create, and place upon the real estate described hereinabove the reservations, conditions, covenants, and restrictions (all of which are hereby termed "Covenants") contained hereinbelow. Declarant further, declares 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 covenants are omitted from any deed or instrument of conveyance of said lands, or any part thereof.

By accepting the delivery of a deed to any of said lots, a grantee shall bind himself, herself, his or her heirs, his or her personal representatives,

administrators, successors, assigns, and grantees to observe and perform all covenants as fully as if they have jointed 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 have 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 Tax Lot 1 and the N 1/2 of the SE 1/4 of Section 32, Township 18 North, Range 12 East of the 6th P.M., Washington County, Nebraska.

"Lot" shall mean and refer to any part or portion of said properties.

"Declarants" shall mean and refer to Wayne W. Dein and Catharine M. Dein.

The covenants contemplated by this Declaration are herewith stated to be as follows:

A. Said Lots shall be used only for single-family residential purposes, except such Lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational, charitable, or non-profit recreational uses.

B. No structure shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one single-family dwelling not to exceed two stories or 35 feet in height, whichever is less, and accessory buildings, as hereinafter defined.

C. No residential structure shall be erected or placed on any building plot which has an area of less than 10.01 acres, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot".

D. With the exception of accessory buildings, no building shall be created, altered, placed, or permitted to remain on any residential building plot other than the one (1) attached, single-family dwelling referred to above, and said dwelling shall conform to the following requirements:

(1) A one-story house with attached garage (Ranch) shall contain a minimum of 1,500 square feet of living area on the main floor, exclusive of garage area. The garage must be approximately at the same level as the main floor.

(2) 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.

(3) Subject to current Washington County Regulations Declarant shall approve all plans and specifications of all structures erected on the premises until such time as the committee has been appointed.

E. Storage sheds, barns, carports, detached garages, and other buildings (Collectively referred to herein as "accessory buildings") shall be located no closer to roads than foundation line of dwelling. All structures of this type shall be of neat construction and of such a character as to enhance the value of the property. Accessory buildings shall be set back 70 feet from the front yard, 50 feet from the side yard, and 75 feet from the rear yard.

F. When improvements are erected on any Lot in this subdivision, the Owner shall be at the same time construct and connect said improvements to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department and of Washington County, Nebraska, which are in effect at the date of recording of this Declaration.

G. All materials used in construction of any building on any Lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists, and rafters at 16 inches on center. Roof trusses may also be used with a maximum spacing of 24 inches on center unless other provisions regarding frame construction and roof trusses have been adopted and incorporated into the applicable building code by an appropriate governing body of Washington County, Nebraska or any other applicable political subdivision having jurisdiction in regard thereto. In such case, the provisions of such applicable building code regarding framing and roof trusses shall be deemed acceptable and in compliance with these covenants. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhangs shall be a minimum of 12 inches at gable ends, and 16 inches at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling.

H. No fences shall be erected in front of the main residential structure, except decorative fences no more than forty-two (42) inches in height, constructed of brick, stone, PVC or wood. Side and rear fences shall not exceed eight (8) feet in height. All fences shall be maintained in such a manner as to not be unsightly to the neighboring properties.

I. No structure of a temporary character, basement, tent, shack, barn or other out building shall be used as a residence, temporarily or permanently. No dwelling previously occupied as a residence elsewhere shall be moved from outside of the Properties onto any of said Lots. This prohibition specifically includes mobile homes and double-wide mobile homes.

J. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof composition of not less than 25 year warranty shingles of asphalt, fiberglass, woodshakes, or cedar wood shingles. Each house shall have a minimum roof pitch on the main structure of 5/12.

K. There shall be reserved a ten (10) foot strip along each lot line of each Lot in said subdivision for the installation, operation, and maintenance of utilities.

L. During construction, the builder and Owner will use all reasonable measures to deter rain from washing mud into the roads.

M. Until there are Eight (8) or more lots purchased by third Parties on the properties tshe Declarants or their assigns may have cattle up to 30 in number pasture on the unsold portion of the property. It shall be the obligation of the Declarants to fence the pasture properties to securely contain said cattle.

N. No automobile shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean parking the vehicle on the driveway (and not on any other part of the Lot) outside of the garage for more than three (3) consecutive days. All repair or maintenance work on automobiles must be done in the garage. The dedicated street right-of-way located between the road surface and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. No automobiles and other self-propelled vehicles may be parked on a subdivision street permanently. Permanent parking of a vehicle shall mean any vehicle that is owned by or the responsibility of a subdivision resident or a guest of said resident if the guest resides with the resident for more than thirty (30) days.

O. 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 any waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where dwellings have not yet been constructed, shall be allowed to reach more than a

maximum height of twelve (12) inches. No material other than earth, sand, rock, or gravel shall be used as fill on any Lot.

P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

Q. 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.

R. A dwelling on which construction has begun must be completed within one (1) year from the date of the Building Permit was issued for said dwelling.

S. No Lot as originally platted or replatted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted Lots may be combined into one building plot if the plot is at least as wide and as large in area so the largest of said Lots as originally platted.

T. No dwelling may be built of material other than wood, stone (except veneer), stucco, brick or a combination thereof

U. No signs may be placed or maintained on any residential lot other than the name or names of the Owners, and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said Lot.

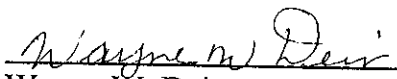
V. Declarant may waive any of the above covenants in the event of a showing of hardship by any owner in the sincere effort of complying with these covenants.

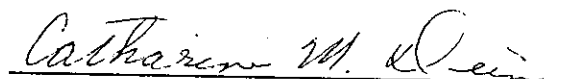
In the event that any present or future Owners of any of the real estate described hereinabove, their grantees, heirs, or assigns, shall violate or attempt to violate any of the covenants contained in this Declaration, it shall be lawful for the Association or any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from doing so and/or to recover damages or other relief for such violation.

Invalidation of any one of these covenants by statute, ordinance, judgment, or Court order shall in no way effect any of the other provisions, which shall remain in full force and effect. The Declarant reserves the exclusive right, in his sole discretion, to modify or waive the covenants of this Declaration as to any Lot or Lots in cases where the Declarant deems it necessary or advisable in unusual circumstances or to prevent hardship.

This Declaration and the covenants contained herein shall remain binding and in full force and effect from the date hereof until the 1st day of October, 2013, unless at any time they are waived, changes, 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 October, 2008, this Declaration and the covenants contained herein shall be automatically extended for successive periods of ten years unless by vote of the Owners of a majority of the Lots comprising the real estate described hereinabove it is agreed to waive, change, or amend said covenants in whole or in part. In connection with the waiver, change, or amendment of said covenants at any time, there shall be one vote for each platted Lot.

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

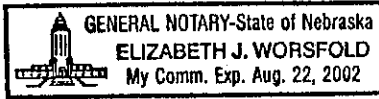
  
Wayne W. Dein

  
Catharine M. Dein

STATE OF NEBRASKA )  
COUNTY OF Washington ) ss.

On this 2 day of November, 1998, before me, the undersigned, a notary public in and for said county, personally came Wayne W. Dein, known to me to be the same person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

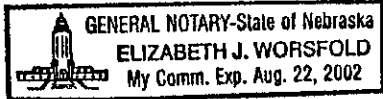


Elizabeth J. Worsfold  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF Washington ) ss.

On this 3 day of November, 1998, before me, the undersigned, a notary public in and for said county, personally came Catharine M. Dein, known to me to be the same person whose name is affixed to the above instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Elizabeth J. Worsfold  
Notary Public