

FILED JAN 05 2007

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11<sup>00</sup> A.M.

Charlotte L. Petersen  
Washington County Clerk  
Blair, Ne. 68008

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STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECO  
THIS 5<sup>th</sup> DAY OF January A.D. 2007  
AT 11<sup>00</sup> O'CLOCK AM AND RECORDED IN BO  
328 AT PAGE 289-295  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Sherry Trubbs

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Declarant is the owner of certain real property located in Washington County, Nebraska (the "Lots"), which real property is legally described on the attached Exhibit "A" and incorporated herein by this reference.

Declarant desires to provide for the preservation of the values of the Lots and to this end desires to subject each of the Lots to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of said Lots and each Owner thereof. For purposes of this document, the term "Owner" shall mean the holder, whether one or more persons or entities, of fee simple title to a Lot or a Sub-Lot (as defined below). For voting purposes, each Lot or Sub-Lot shall have only one Owner vote.

The Restrictions, Conditions and Covenants in this instrument are to run with the land and shall be binding upon all parties and all persons owning Lots or claiming under them until January 1, 2024.

If the present or future Owners, users or occupants of any of the said Lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of a Lot to prosecute proceedings at law or in equity against the person violating or attempting to violate any of the covenants, and either to prevent such persons from so doing or to recover damages for such violation, or both.

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

Declarant reserves the right to amend this Declaration in whole or in part in Declarant's sole and absolute discretion for a period of five years from the date of this Declaration or until all of the Lots have been sold, whichever of these two events occurs first, and thereafter Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration shall be entitled to amend the Declaration. Notwithstanding the foregoing, Declarant agrees that upon transfer of title to one or more Lots, it shall not amend this Declaration during the five-year period without the approval of the Lot Owners unless such amendment does not affect the Lots so transferred.

NOW, THEREFORE, the Declarant, as owner of the entire property covered by this Declaration, hereby declares that 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.

**1. Use of Property Within Development.**

1.1 Each Lot shall be used exclusively for single-family residential purposes.

1.2 No residence or other building in excess of 1,500 square feet on the ground floor, whether 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 excavating for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

1.2.1 Prior to any construction or grading, an Owner desiring to erect an Improvement shall deliver two sets of construction plans (with at least four (4) exterior elevations, exterior materials, floor and foundation plan), detailed landscaping plans and plot plans (including location of the septic tank and well) to Declarant (herein collectively referred to as the "Plans"). Such Plans shall include a description, type, quality, color and use of materials proposed for the exterior of such Improvement. At the same time the Plans are submitted, Owner shall notify the Declarant of the Owner's mailing address.

1.2.2 Declarant shall review such Plans in order to support and maintain the Declarant's intention that the Property shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or reject a proposed Improvement shall be exercised by Declarant in a reasonable manner to protect the values, character and residential quality of the entire property in a manner consistent with this Declaration. If Declarant determines that the external design or location of the proposed improvement does not conform with this Declaration, does not conform with the topography, or will not protect and enhance the integrity and character of the property as a quality residential community, Declarant may refuse approval of the proposed improvement.

1.2.3 Written Notice of the approval of a proposed Improvement shall be mailed to the Owner at the address specified by the Owner upon submission of the Plans within thirty (30) days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvements shall be deemed approved.

1.2.4 No Lot Owner, or combination of Lot Owners, or other person or persons shall have any right to require any action by Declarant, or to control, direct or influence the acts of the 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.

## 2. Minimum Standards and Requirements for Homes and Structures.

2.1 Each Lot may contain only one single-family residence which shall conform to the following minimum area requirements:

Design	Minimum Area
One-story ranch-type structure	1,600 sq. ft. of finished living space on the main floor
One and one-half story residence	1,600 sq. ft. of finished living space on the main floor
Two-story residence	1,600 sq. ft. of finished living space on the main floor
Tri-level, split-entry or split-level Residence	1,800 sq. ft. of finished living space above grade

2.2 No building or any part thereof, including garages and porches, shall be erected on any Lot closer than fifteen (15) feet to the side yard lot line; nor closer than fifty (50) feet to the front yard lot line or ninety (90) feet from the center of abutting road, whichever distance is greater. In the event these standards are less than those required by the Washington County zoning code then in effect, the standards in such zoning code shall apply.

2.3 Exposed foundation walls made of concrete or concrete blocks shall be painted. All driveways must be constructed of concrete, asphalt, brick or paving stones or similar material.

2.4 No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one standard real estate "for sale" sign. No Lot shall 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.

2.5 No exterior television antenna, radio antenna or television satellite dish or disc of any sort shall be permitted on any Lot; provided, however, that an Owner with the prior written approval of the Declarant may place one satellite television receiving dish or disc not exceeding twenty-four (24) inches in diameter on each Lot in a location and manner so it is concealed from sight. Any unused satellite dish or disc must be removed within six (6) months after cable television hookup is available to the Lot.

2.6 The Owner of each Lot shall; be responsible for the upkeep and maintenance of said Lot prior to and after building completion. No weeds, underbrush, or other unsightly objects shall be permitted to grow or remain on any Lot. Any pond or

area holding water on a Lot shall be maintained by the Owner so that the same does not cause odors or act as a breeding area for insects.

2.7 No repair of 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 unused vehicle or vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual construction, and then only in as neat and inconspicuous a manner as possible.

2.8 No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot for more than ten (10) days within a calendar year unless such is within an enclosed structure or parked on a surfaced parking area reasonably screened from view from the street. 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, tractor, semi-tractor or trailer shall be stored, parked, kept or maintained in any yards, driveways, or streets or on any Lot.

2.9 No incinerator or trash burner shall be permitted on any Lot. Except for pickup purposes, no garbage or trash can or container or fuel tank shall be permitted unless completely screened from view. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot except for pickup purposes.

2.10 Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation.

2.11 All utility service lines shall be underground. Within one year from the date of transfer of title to a Lot, Declarant shall install, at Declarant's sole expense, water supply lines with connectors along Dutch Hall Road to such Lot and all adjoining Lots.

2.12 No Lot may be divided into two or more "Sub-Lots" unless each Sub-Lot so created contains at least 5.0 acres of land and has reasonable access to a public road. No Sub-Lot may contain more than one residence.

2.13 Any and all livestock maintained on premises shall be kept in accordance with applicable local ordinances. Poultry and swine shall not be permitted on any Lot. Cats, dogs and horses may be kept provided that they are not raised, bred or maintained for any commercial purpose, and provided that they are maintained in a manner that: (i) prevents them from entering onto any other Lots or property; and (ii) does not result in malodorous smells or otherwise disrupt the quiet enjoyment of other property owners or Lot Owners.

2.14 No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any Lot or Sub-Lot.

3. Easements.

3.1 Easements affecting a Lot shall be granted by Declarant or the Lot Owner to the appropriate utility companies after road improvements are made and when gas, water, sewer and other utilities become available to the Lots.

4. General Provisions.

4.1 Except for the authority and powers specifically granted to the Declarant, the Declarant or any Owner of a Lot shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages arising from such violation. Failure by the Declarant 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.

4.2 The covenants and restrictions of this Declaration shall run with the land and shall be binding until January 1, 2024. Unless sooner terminated by the Owners of seventy-five percent (75%) of the Lots, this Declaration shall remain in force, and as it may be amended, thereafter for three (3) additional periods of ten (10) years each. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner which they may determine in their sole and absolute discretion for a period of five (5) years from the date hereof. Thereafter, this Declaration may be amended or modified by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

4.3 Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Executed at OMAHA, Nebraska, this 28<sup>th</sup> day of NOVEMBER, 2000, by JACQUES RAMEY, the Declarant.

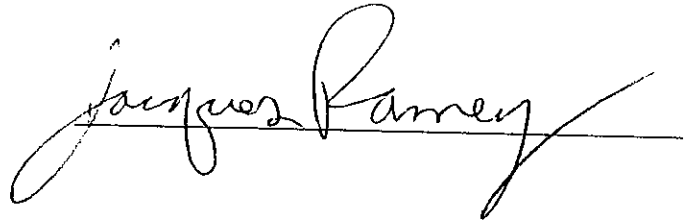




EXHIBIT "A"

Tract A: Part of the Southeast  $\frac{1}{4}$  of Section 34, Township 17 North, Range 12 East of the 6<sup>th</sup> P.M. as surveyed and recorded in Washington County, Nebraska being more particularly described as follows: Commencing at the southeast corner of the southeast  $\frac{1}{4}$  of said section 34; thence S89° 51' 43" W (assumed bearing), along the south line of the southeast  $\frac{1}{4}$  of said section 34, a distance of 338.50 feet; thence N00° 03' 57" W along a line 338.50 feet west of and parallel with the east line of said southeast  $\frac{1}{4}$ , a distance 1300.00 feet; thence N89° 51' 43" E, along a line 1300.00 feet north of and parallel with the south line of said southeast  $\frac{1}{4}$  a distance of 338.50 feet to a point on the east line of said southeast  $\frac{1}{4}$ ; thence S00° 03' 57" E, along said east line a distance of 1300.00 feet to the point of beginning, containing 10.102 acres more or less.

Tract B: Part of the Southeast  $\frac{1}{4}$  of Section 34, Township 17 North, Range 12 East of the 6<sup>th</sup> P.M. as surveyed and recorded in Washington County, Nebraska being more particularly described as follows: Commencing at the southeast corner of the southeast  $\frac{1}{4}$  of said section 34; thence S89° 51' 43" W (assumed bearing), along the south line of the southeast  $\frac{1}{4}$  of said section 34, a distance of 338.50 feet to the point of beginning; thence continuing S89° 51' 43" W, along the south line of said southeast  $\frac{1}{4}$ , a distance of 347.50 feet; thence N00° 03' 57" W along a line 686.00 feet west of and parallel with the east line of said southeast  $\frac{1}{4}$ , a distance 1175.00 feet; thence N50° 33' 02" E, a distance of 197.31 feet to a point 1300.00 feet north of the south line of said southeast  $\frac{1}{4}$ ; thence N89° 51' 43" E, along a line 1300.00 feet north of and parallel with the south line of said southeast  $\frac{1}{4}$  a distance of 195.00 feet to a point 338.50 feet west of the east line of said southeast  $\frac{1}{4}$ ; thence S00° 03' 57" E, along a line 338.50 feet west of and parallel with the east line of said southeast  $\frac{1}{4}$ , a distance of 1300.00 feet to the point of beginning, containing 10.152 acres more or less.

Tract C: Part of the Southeast  $\frac{1}{4}$  of Section 34, Township 17 North, Range 12 East of the 6<sup>th</sup> P.M. as surveyed and recorded in Washington County, Nebraska being more particularly described as follows: Commencing at the southeast corner of the southeast  $\frac{1}{4}$  of said section 34; thence S89° 51' 43" W (assumed bearing), along the south line of the southeast  $\frac{1}{4}$  of said section 34, a distance of 686.00 feet to the point of beginning; thence continuing S89° 51' 43" W, along the south line of said southeast  $\frac{1}{4}$ , a distance of 495.00 feet; thence N00° 03' 57" W along a line 1181.00 feet west of and parallel with the east line of said southeast  $\frac{1}{4}$ , a distance 603.00 feet; thence N40° 46' 32" E, a distance of 756.92 feet to a point 686.00 feet west of the east line of said southeast  $\frac{1}{4}$ ; thence S00° 03' 57" E, along a line 686.00 feet west of and parallel with the east line of said southeast  $\frac{1}{4}$  a distance of 1175.00 feet to the point of beginning, containing 10.102 acres more or less.