

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION, made on the date hereinafter set forth by Joseph B. Webb and Jana L. Webb, husband and wife, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of the following described real property:

Tax Lot 66 in Section 31, Township 18 North, Range 12 East of the 6th P.M., Washington County, Nebraska, and now legally described as BLUE'S SPIRIT ACRES Lots 1 through 5, a Subdivision in Part of Tax Lot 66, lying in the NW1/4 and the NE1/4 Section 31, Township 18 North, Range 12 East, of the 6th P.M., Washington County, Nebraska.

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
PLAIR, NE

2011 MAR 24 PM 2:18

FILED

WHEREAS, Declarants will convey the said real estate, subject to certain protective covenants, restrictions, reservations, easements, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarants hereby declare that all of the real estate above shall be held, sold and conveyed subject to following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots. These easements, covenants, restrictives and conditions shall run with the real property and shall be binding upon all parties having or acquiring any real, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Living Units" shall mean and refer to any buildings situated upon the Properties designated and intended for the use and occupancy as residence by a single family.

Section 2. "Lot" shall mean and refer to any parcel of land, whether all or a portion of any

WASHINGTON COUNTY, STATE OF NEBRASKA

RECORDED March 24, 2011 AT 2:18 P.M.

BOOK 568 PAGE(S) 17-23

Karen A. Madsen

REGISTER OF DEEDS

- Recorded
- General
- Numerical
- Photostat
- Proofed
- Scanned

plotted or shown upon any recorded map or plat of the above-referenced real estate, upon which a Living Unit may be built, or is proposed to be built.

Section 3. "Owner" shall mean and refer to the record Owner, where one or more persons or entities, of a fee simple title to all or any part, parcel, or portion of a platted Lot which is a part of the real estate, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Supplemental Declaration" shall mean and refer to any written instrument filed under the provisions of Article II hereof which shall subject additional real estate to this Declaration.

ARTICLE II **PROPERTY SUBJECT TO DECLARATION**

All of the Lots shall be held, transferred, sold, conveyed and occupied subject hereto. The Owners shall have the right at any time subsequent to the filing of this Declaration to add, annex, and subject additional contiguous land in Washington County, Nebraska, to this Declaration by filing in the office of the Register of Deeds of Washington County, Nebraska, a written instrument duly executed and acknowledged by the Owners and the fee simple owner of such additional land, to the effect that such additional land is being subjected hereto. The annexation of additional lands to be subjected hereto shall require written instruments signed by a majority of the Owners. Any real property thereby subjected to this Declaration shall, after said filing be subject hereto and the owners thereof shall be subject to all of the same duties, liabilities and rights hereunder as though said additional property had been originally a part of the real estate described in Article I hereof on the date of the filing of this Declaration.

ARTICLE III **COMMON SCHEME RESTRICTIONS**

The following restrictions are imposed as "common scheme" upon Lots for the benefit of each

other Lot, and maybe enforced by any owner of a Lot **except that Lot 5 shall be excluded from ARTICLE III(b)(3) and (c).**

- (a) No Lot shall be used except for residential purposes, except such Lots, or portions thereof, as may be hereinafter conveyed or dedicated by the Declarants for public, church, educational, charitable, or non-profit recreational areas.
- (b) With exception of accessory buildings, no building shall be created, altered, placed or permitted to remain any residential building lot other than the one (1) single-family dwelling referred to above, and said dwelling shall conform to the following requirements:
 - (1) A one-story house (Ranch) with attached garage 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) One and one-half and two story houses shall contain a minimum of 2,000 square feet in total area above the basement level, exclusive of garage area. For the purpose of these Restrictions, two-story height shall when the basement wall is exposed above finished grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure of the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breeze-ways, courtyards, patios, decks, basements, garage, or carports. The basement will not be considered a story even if it is a 100% above grade on one or more sides and essentially below grade on the other sides.
 - (3) All dwelling units shall have attached, enclosed, side-by-side garages which must be capable of accommodating at least two (2) standard size automobiles per living unit.
 - (4) All dwelling units and structures shall be of new construction.
 - (5) No dwelling may be built of material other than wood, stone, (except veneer), stucco, brick, or a combination thereof.
- (c) Storage sheds, barns, carports, detached garages, and other buildings (collectively referred to herein as "accessory building") shall be located no closer to roads than the front foundation line of the dwelling. All structures of this type shall be of neat construction and of such character as to enhance the value of the property.
- (d) When improvements are erected on any Lot in this subdivision, the Owner shall at the same time construct and connect said improvements to adequate sewer disposal facility which shall consist of a minimum of 1,000 gallon septic tank, connect same in compliance with regulations and specifications of the Nebraska State Health

Department of Washington County, Nebraska, which are in effect at the date of the recording of this Declaration.

- (e) 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 wall studs, joists, and rafter at sixteen inches (16") on center. Roof trusses may also be used with the maximum spacing of twenty-four inches (24") on center unless other provisions regarding frame construction and roof trusses had been adopted and incorporated in the Universal Building Code and any other additional applicable building codes set 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 twelve inches (12") at gable ends, and sixteen inches (16") at all locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling.
- (f) No structure of a temporary character, basement, tent, shack, barn or other out building shall be a residence, temporarily or permanently. No structure or dwelling previously occupied as residence else where shall be moved from outside of the subdivision onto any of said Lots. This prohibition specifically includes mobile homes and double-wide mobile homes.
- (g) No manufactured homes shall be allowed to be placed on any lots. For purposes of this section, "manufactured homes" shall mean:
 - (1) A factory-built structure which is to be used as a place of human habitation, which is not constructed or equipped with permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles and which bears a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards, 24 C.F.R. 3280, et seq., promulgated by the United States Department of Housing and Urban Development.
 - (2) Any factory-built structure constructed on a non-removal chassis; or
 - (3) Any factory-built structure that does not meet the inspections required by the Uniform Building Code (UBC) or its equivalent, normally shown by the application of a State or inspection agency labor of approval.
- (h) No mobile home shall be allowed to be placed on any lots to be occupied as a primary residence. For purposes of this section, "mobile home" shall mean a year-round, transportable structure which is a single family dwelling unit suitable for permanent residence (more than thirty (30) days living quarters), more than eight feet (8") wide

and forty feet (40') in length, designated and built to be towed on its own chassis designed to be used as a single family dwelling with or without a permanent foundation when connected to the required utilities.

- (i) No flat or mansard roof shall be permitted on any dwelling except covered porch or patio. All dwellings shall have a roof composition of not less than 235 pound shingles of asphalt, fiberglass, wood shakes or cedar wood shingles. Each house shall have minimum roof pitch on the main structure of 5/12.
- (j) 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 been yet 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 meet than a height of twelve inches (12"). No material other than earth, sand, rock, or gravel shall be used as fill on any Lot.
- (k) 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.
- (l) The set backs for the Property to be developed for the Living Units shall be the greater of the requirements as adopted by Washington County or the following and no building shall be erected, located or permitted to remain;
 - i. Nearer than fifty feet (50') to the front lot line.
 - ii. Nearer than fifty feet (50') to the rear lot line.
 - iii. Nearer than twenty-five feet (25') to the side lines of any lot.
- (m) A Living Unit on which construction has begun must be completed within twelve (12) months from the date the foundation was dug for said Living Unit.
- (n) All septic systems and water wells shall be placed no nearer than fifty feet (50') from the front, side or rear lot lines on any lot.
- (o) Any owner can lease any portion of their property for production of crops.

ARTICLE IV
GENERAL PROVISIONS

Section I. **Duration.** The covenants and restriction of this Declaration shall run with and

bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, his/her respective legal representatives, heirs, successors and assigns for a term of ten (10) years from the date this Declaration is recorded. These Covenants shall be automatically renewable for five (5) year periods unless and until Seventy-five Percent (75%) of the owners of lands agree to terminate the covenants.

Section 2. Amendments. The covenant and restrictions of this Declaration may be amended by the Declarants or any person, firm corporation, partnership, or entity designated in writing by the Declarants, in any manner it shall determine in its full absolute discretion, until such times as the Declarants have conveyed fee simple title to three (3) of the Lots. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of the lots covered by this Declaration.

Section 3. Notices. Any notice required to be sent to any Owner or Mortgages under the provision of this Declaration shall be deemed have been property sent when mailed, postpaid, to the last known address of the person who appears as Owner on the real estate records of Washington County, Nebraska at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restriction shall be any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce lien created by these covenants, and failure by any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any of these covenants or restrictions by judgment or Court order shall in no way effect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF the Declarants have caused these presents to be executed this 1st day of April, 2009

Joseph B. Webb
Joseph B. Webb
Jana L. Webb
Jana L. Webb

STATE OF Ohio)
) ss.
COUNTY OF Butler)

On this 1 day of April, 2009, before me the undersigned a notary public, duly commissioned and qualified for in said County, personally came Joseph B. Webb and Jana L. Webb, husband and wife, to me known to be the identical persons whose names are affixed to this foregoing instrument and acknowledged the execution to be their voluntary and deed.

Witness my hand and notarial seal the date and year last above written.



BRIAN CHANDLEY
Notary Public, State of Ohio
My Commission Expires
March 26, 2013

B. Chandley
Notary Public