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Karen A. Madsen

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

REGISTER OF DEEDS

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
CREST RIDGE SUBDIVISION

RECITALS:

WHEREAS, the homeowners who purchased certain real property located in Washington County, Nebraska, and described as various lots 1 through 32, excluding commercially zoned lots 14, 15, 16 and 17, Crest Ridge Subdivision (collectively the "Property Owners") have adopted and hereby causes to be recorded a New Declaration of Residential Covenants, Conditions and Restrictions covering the property comprising Crest Ridge Subdivision in Washington County, Blair, Nebraska.

NOW THEREFORE, it is hereby published and declared that all of the Crest Ridge Subdivision Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, uses, limitations, and obligations, all of which are for the purpose of protecting the value and desirability of the property and all of which shall run with the land and shall be a burden and benefit to, and shall be binding upon, the Property owners, their successors and assigns, and all persons or entities presently owning or hereafter acquiring or owning any right, title and interest in any part of the Property.

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided.

- A. Crest Ridge Subdivision, Washington County, Nebraska - shall mean and refer to the Property described as Lots 1 through 13 and 18 through 32, Crest Ridge Subdivision.
- B. Property Owners - shall mean Legal Title Holders of property purchased within the Crest Ridge Subdivision and their successors and assigns.
- C. Lot - shall mean and refer to each parcel of land which is included in the Property and is shown as a numbered Lot upon the recorded Plat of Crest Ridge Subdivision.
- D. Building Plot - shall mean and refer to one assigned Lot and or Lots owned by the same Owner and intended for use in connection with a single Dwelling.
- E. Outbuilding - shall mean: (1) a larger permanent enclosed covered structure not directly attached to, but also not a part of, the Dwelling to which it is appurtenant, (2) an unattached Private Garage or (3) a non-inhabitable building structure. No single outbuilding shall exceed 40' x 60' in size.
- F. Dwelling - shall mean a single family residential building or structure.
- G. Accessory Structures - shall mean any improvement that is not a Dwelling or an Outbuilding and, for example, shall include a storage shed, dog run, swimming pool, tennis court, trash receptacle utility, playhouse or any other improvement constructed on a homeowners lot.
- H. Association - shall mean the Crest Ridge POA, (Property Owners Association), a Nebraska non-profit corporation, of which each Lot Owner shall be a member.
- I. Board - shall mean the Board of Members of the Crest Ridge Property Owners Association. Board members shall be members of the Association who, at the time of service on the Board, are residents of Crest Ridge Subdivision.

II. DESIGNATION OF USE

Subject to the provisions of Paragraph XXV herein, each Lot shall be known and described as a single family residential lot. It shall not be developed with more than one residential Dwelling, and shall not be improved, used, or occupied for other than private residential purposes. No full time public business activity may be conducted on any Lot or in any Dwelling, Outbuilding or Accessory Structure constructed or maintained on any Lot.

III. BUILDING TYPES

- A. No building or structure shall be constructed, altered, or maintained on any Building Plot other than one Dwelling and up to two Outbuildings, not to exceed a total of 3,200 square feet for both Outbuildings, except as permitted under Section XIV hereof. Plans for each Dwelling and Outbuilding must be approved, in writing, by the CRPOA Board prior to the construction of any such Dwelling or Outbuilding. Washington County permit rules may apply.
- B. No structure of any kind shall be moved onto any Lot, with the exceptions of CRPOA Board-approved prefabricated homes and utility buildings.
- C. The exterior of the Dwelling located on any Lot, shall be constructed with materials such as wood, brick, stone, stucco or simulated wood siding. The Outbuilding(s) shall be constructed to compliment the Dwelling with like materials or metal of the same or a complimentary color. Roofing on the Dwelling shall be of wood shake, heavy decorator shingles, i.e. Hallmark and Timberline, or Standard 235, 3-tab shingles. No flat or mansard roof shall be permitted on any dwelling. Samples of siding, brick, shingles and other materials must be approved, in writing, by the CRPOA Board before such materials are used on any Dwelling or Outbuilding. Paint or stain color must be from a listing of approved colors on file with CRPOA. Colors not on the approved list must also be approved, in writing, by the Board, prior to application to the exterior of any Dwelling or Outbuilding for aesthetic protections of existing homeowners.
- D. All materials used in construction of any building on any Lot shall be new or recycled. 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 the dwelling. The front exterior of the dwelling and/or attached garage shall contain some brick or stone component, with the exception of dwellings with a wrap around covered porch.
- E. No walkout basement of any Dwelling or Outbuilding located within the Crest Ridge Subdivision shall be used as a partial rental unit.

Recorded

General

Numerical

Photostat

Proofed

Scanned

- F. A dwelling on which construction has begun must be completed within one (1) year from the date the Building Permit was issued for said dwelling.
- G. During construction, the builder and Owner must use reasonable measures to deter rain from washing mud into the streets. Reasonable measures include, as a minimum, using bales of hay to stop such flow. Each owner shall require the builder to keep the area as clean and as neat as possible during construction. Road damage caused by heavy equipment must be repaired by the property owner.

IV. BUILDING AREA

No Dwelling shall be constructed or permitted to remain upon any Building Plot that is more than two stories or 35 feet in height, whichever is less, and must meet the following size requirements:

- A. 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 the garage. The garage must be approximately at the same level as the main floor. The exception would be a built-in basement garage.
- B. A multi-level or two-story house shall contain a minimum of 2,000 square feet in total area above the basement level, exclusive of the garage area, provided however, that a two-story house shall contain not less than 1,000 square feet on the first floor.

In the computation of ground floor area of a Dwelling, any porches, breezeways and attached or built-in garages shall not be included.

V. SET-BACKS FOR LOTS IN CREST RIDGE SUBDIVISION

- A. No Dwelling shall be erected nearer than 50' to the front and rear, and 25' to side Lot lines, and in addition must meet all regulations set forth by the Washington County requirements.
- B. No Outbuilding or Accessory Building shall be located closer to the road than the foundation line of the Dwelling or 100 feet from the front yard, 15 feet from the side yard and 15 feet from the rear yard. The location of each Accessory Structure must be approved by the CRPOA Board as provided in Section XIV hereof. The 100 foot setback would apply to outbuildings under 15.2 ft tall.
- C. All structures on lots abutting State Highway 133 shall be placed on the lot in a manner to conform to a 100 foot building moratorium as established by the State of Nebraska unless said moratorium has been removed by State authority. No structure shall be located within 100 feet of the center line of the power line easement which traverses the Crest Ridge Subdivision. All liability for these structures shall rest with the lot owner.

VI. PRIVATE GARAGES

Each Dwelling shall include an enclosed, two-car, or larger, attached or built-in basement garage with hard surface flooring. In addition, up to two detached Outbuildings/Private Garages, not to exceed a total of 3,200 sq. ft., shall be permitted, provided said Outbuilding(s) architecturally blends with proposed or existing Dwelling on said Lot.

VII. DRIVEWAY

No Private attached or built-in basement Garage (as described in Section VI.) shall be constructed, altered, or maintained on any Building Plot unless it is connected by a driveway to a street adjacent to the Building Plot. Such driveway must be of sufficient area to park at least four cars entirely off the adjacent street. All driveways shall be constructed of concrete, asphalt or sealcoat for a minimum of 25 feet from the garage. The remaining driveway must be covered in rock or similar hard material and kept free of grass and weeds.

VIII. TEMPORARY STRUCTURES AND EQUIPMENT

No building or structure of a temporary character and no trailer, basement, tent, shack, garage or other Outbuildings shall be used at any time as a residential dwelling on any Building Plot either temporarily or permanently. This prohibition specifically includes mobile homes and double-wide mobile homes, even if previously used as a primary dwelling. Inoperable vehicles must be stored in a Private Garage or Outbuilding.

IX. SIGNS

No signs of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (1) street markers, traffic signs, and other signs displayed by Washington County, by other governmental units or Crest Ridge POA; (2) signs not exceeding 144 square inches in area upon which there shall be exhibited the street number or name, or both, of the resident; (3) real estate signs by the builder while a Dwelling is under construction; (4) signs advertising a Dwelling or Lot for sale; (5) temporary signs advertising garage sales and similar events; and (6) No Trespassing and/or Private Property signs, not to exceed 12" x 18" in size. Any sign that is placed in Crest Ridge Subdivision must be properly maintained or it will be removed.

X. MOTOR VEHICLES

All motor vehicle laws for the State of Nebraska do apply to the roads of Crest Ridge Loop and Crest Ridge Circle. No motorized vehicles, including, but not limited to four-wheelers, dirt bikes, snow mobiles, etc. can be driven on the streets by an unlicensed or uninsured person.

XI. TRASH RECEPTACLES

No trash receptacles or garbage cans shall be permitted to be stored on a Building Plot in front of the garage or closer to the road than the foundation line of the dwelling, with the exception of the evening before and the day of garbage pick-up.

XII. MAILBOXES

The Owner of each lot shall install and maintain a mailbox, approved by the U.S. Postal Service and the CRPOA Board, on such Building Plot.

XIII. UTILITIES

All utility connection facilities and services shall be underground. All costs for installation of utilities from their respective mains (electric, sewer, water, gas) shall be born by the Lot Owner. Electric utilities in excess of 200 feet from the primary lot feeder lines may be subject to an additional surcharge.

No individual water supply system shall be permitted on any Building Plot. Water service is provided by Lakeland Estates Water Company. One exemption shall be for Geothermal Heat pumps with a closed loop system. All meters for water service shall be placed to allow reading from outside the Dwelling. Accordingly, a clear glass block must be installed in the basement (not under decks or cantilevers, etc.) even if a remote reader is installed.

All Dwellings, at time of construction, must be connected to an adequate sewage disposal facility which shall consist of a minimum of a 1,000 gallon septic tank and be in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska.

XIV. BUILDING AND LANDSCAPE CONTROL

All proposed building plans must be submitted to the CRPOA Board for approval prior to the construction of any Dwelling, Outbuilding or other Accessory Structure on any Building Plot. Building or modification plans must be submitted to the CRPOA Board at least thirty (30) days prior to the proposed date of construction and no such construction shall commence until approved in writing by the Board.

Any deviation in construction from the approved plans on any Dwelling, Outbuilding or Accessory Structure which, in the judgment of the CRPOA Board, is of substantial detriment to the appearance of the structure and surrounding area, shall be corrected to conform to the approved plans at the expense of the owner of that structure.

Each Owner of a lot shall be required to sod or seed the entire front of the Lot to the property line and an additional eight (8) feet around each side and the back of the Dwelling of said lot either prior to occupancy or within six months thereafter. If said occupancy shall occur during a season which makes it impossible to accomplish each task, occupancy shall occur and said work shall immediately be completed by the Owner when weather conditions first permit.

All lots shall be kept free of rubbish and debris. 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 material other than earth, sand, rock, or gravel shall be used as fill on any Lot.

XV. NUISANCES

No noxious or offensive activity or odors shall be permitted on or to escape from any Building Plot, nor shall anything be done thereon which is, or may become an annoyance or a nuisance, either temporarily or permanently including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration, and radiation. The Crest Ridge Subdivision shall recognize the Washington County definition of Disturbing the Peace, which would include loud noises/music during unreasonable hours, such as after midnight and before 6:00am.

XVI. LIVESTOCK AND POULTRY PROHIBITED

No keeping of horses, livestock or poultry shall be raised, bred or kept on any Lot. Notwithstanding the foregoing, dogs, cats and other common household pets may be kept on any Lot so long as they are not kept, bred or maintained for commercial purposes. Any dog must be leashed when outside the owner's property line. All governmental ordinances concerning pets shall be observed at all times. Any animal deemed to constitute a nuisance by way of noise, odor or otherwise may be removed by order of the Property Owners Board. Dogs that bark excessively will not be tolerated.

XVII. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and access for continuous police and fire protection are reserved as shown on the recorded county and State regulations. The Owner of a Crest Ridge lot shall, at his own expense, keep and preserve that portion of any such easements within his lot in good repair and condition at all times. The Owner shall neither erect nor permit erection, of any Dwelling, Outbuilding or Accessory Structure or fences of any kind nor permit any use of said easement which might interfere in any way with the dedicated and intended purpose of the easements. Any contemplated private easement must be approved in writing by the Board. In addition to the easements for utilities shown on the recorded plat of Crest Ridge Subdivision, there shall also 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. In addition, Lakeland Estates Water Co., its successors and assigns, and all public utilities shall have the right to use and occupy those areas designed as Outlot(s), Lanes and Drives in said platting, the same as if they were dedicated public Outlot(s), Lanes and Drives, together with a 30 foot strip on the front of Lots 26 through 31, inclusive, and on the West side of Lot 26 for the installation of water lines.

XVIII. FENCES

It is preferred that "natural" fencing, consisting of ornamental trees, serves as the fencing between building Lots. These trees shall be maintained exclusively by the lot owner. Such maintenance shall include trimming, fertilizing, spraying and any other maintenance deemed necessary.

Fencing for the front of the Dwelling may also be constructed of a decorative material such as brick, stone, PVC, or wood and cannot exceed 42 inches in height. Side and rear fences shall not exceed eight (8) feet in height. All fencing must be maintained in such a manner so as not to be unsightly to neighboring properties.

No fence shall be placed within 25 feet of any lot dividing tree line, to allow for maintenance of such trees. All swimming pools shall be completely surrounded by a locked, non-climbable fence not less than six (6) feet in height.

XIX. LIGHTING

Any outside lighting installed on the Lot shall be approved in writing, by the CRPOA Board, prior to installation. Broad coverage "barnyard" type lights are prohibited.

XX. WEED CONTROL

The Owner of each Lot, whether vacant or improved, shall keep ground cover on the Lot mowed to a reasonable height not to exceed six inches for improved lots, 12" for vacant lots. The exception to this would be for alfalfa that is maintained and cut by the local farmer on some Lots or partial Lots. The Owner of each Lot shall also keep such Lot free of thistles and reasonably free of weeds to prevent the spread onto neighboring properties.

XXI. DAMAGE TO COMMON AREAS

Any lot owner damaging or allowing guests or contractors to damage common areas of the Crest Ridge Subdivision, including, but not limited to damage to the road system by contractors utilizing heavy trucks or equipment, shall be liable for such damage and the CRPOA shall invoice such Lot owner(s) for the costs of all repairs and administration. Invoices shall be due and payable upon presentation. After 30 days from date of invoice, a 1% per month fee will be assessed on the unpaid balance and added to the bill. The CRPOA has the right to place a lien on the property for the unpaid balance and interest.

XXII. ENFORCEMENT

If any present or future Lot Owner, their grantees, heirs, or assigns, shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, and the CRPOA agrees to the specific violation requiring outside arbitration or forced enforcement, then the CRPOA or Owner of any Lot shall be entitled to prosecute at their expense, proceedings in law or in equity against the person or persons violating or attempting to violate such covenants, conditions or restrictions to either prevent him or them from so doing or to recover damages for such violations.

XXIII. PROPERTY OWNERS ASSOCIATION

There shall be established a Homeowners Association known as Crest Ridge Property Owners Association (CRPOA) of which each Lot Owner shall be a member. If a Lot is owned by more than one individual or entity, the individuals or entities owning such Lot shall designate one person or entity to be the voting member in connection with such Lot. The affairs of the CRPOA shall be governed and controlled by the Articles of this instrument and the by-laws of the LLC.

Each Owner of a Lot or Lots in Crest Ridge Subdivision shall automatically receive a copy of the covenants and by-laws of the CRPOA, by acceptance of a deed to any such Lot, said Owner shall agree to be bound by the Articles of Incorporation, Bylaws, and rules and regulations of said Association.

XXIV. ABANDONED AND FORECLOSED PROPERTY

The property owners/homeowners association (CRPOA) or any agent for the property owners/homeowners association reserve and retain First Right of Refusal and option to purchase any property in the Crest Ridge Subdivision, when abandoned or in foreclosure proceedings.

Any property within the Crest Ridge Subdivision that is abandoned or foreclosed upon shall still be governed by the Covenants and By-laws of the association, Crest Ridge Property Owners Association.

XXV. PROVISION FOR COMMERCIAL REZONING OF CERTAIN LOTS

Lots 26, 27 and 28, individually or collectively, in Crest Ridge Subdivision, shall no longer be subject to the terms and conditions of this Declaration and shall be released from the protective covenants, conditions, restrictions, reservations, liens and charges (as long as all dues and/or special assessments are paid in full up to the date of the rezoning) upon the condition that rezoning of said Lot or Lots from their current residential classification to any commercial use classification, as provided by the zoning regulations of Washington County, Nebraska, takes place. Removal of said Lot or Lots from this Declaration shall automatically occur upon the approval and recording of said rezoning, without further action on the part of the Developer, Crest Co., its successors or assigns.

XXVI. RIGHTS, DUTIES, AND OBLIGATIONS OF THE ASSOCIATION

CRPOA shall collect annual assessments and/or dues to be used for the maintenance or public improvements of Crest Ridge Subdivision. In the event any Lot Owner shall fail to pay the annual assessment or dues within 30 days of original billing, a 1% per month fee will be imposed on the unpaid balance and added to the original bill. The CRPOA has the right to place a lien on said properties for such unpaid charges and interest.

The CRPOA shall own and maintain the road system in Crest Ridge Subdivision through dues and special assessments. In the event the Lot Owner fails to maintain said Lot as described in Section XX., the CRPOA or its agents, shall have the right to mow said Lot and charge Lot Owner a reasonable fee for such services. If the Lot Owner does not pay the bill for the maintenance of their lot, the CRPOA will charge 1% interest per month on the unpaid balance after 30 days past due and has the right to place a lien on said property for all amounts due. The CRPOA shall not be responsible for the destruction of flowers, shrubs, and trees resulting from such mowing.

The CRPOA shall maintain and control the use of all areas within the subdivision designated as Outlots and/or public areas.

XXVII. MODIFICATION OF RESTRICTIONS

The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until December 31, 2019, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of ten (10) years each unless such covenants, restrictions and provisions are amended, modified, changed, or cancelled, in whole or in part, by written agreement signed by the Owners of more than fifty (50) percent of all Lots in Crest Ridge Subdivision, except all provisions herein relating to the water impoundments and utility easements, which shall be deemed to be perpetual easements appurtenant to the Lots affected thereby, and which shall run with the land.

In addition to the restrictions enumerated herein, the real estate described above as Crest Ridge Subdivision, shall be subject to all applicable zoning and subdivision ordinances, rules, and regulations of Washington County, Nebraska.

In the event that any present or future Lot Owner of any of the real estate described within this Declaration, their grantees, heirs, or assigns, shall violate or attempt to violate any of the restrictions contained in the Declaration, it shall be lawful for the CRPOA 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 restriction.

XXVIII. SEVERABILITY

Invalidation of any of one or more of these covenants, conditions or restrictions by statute or by judgment of any Court shall in no way affect any of the other covenants, conditions or restrictions contained herein which shall remain in full force and effect.

XXIX. FILING OF DECLARATION

This Declaration shall be filed for record, in full, in the Washington County, Nebraska, Recorder's Office.

XXX. EFFECTIVE DATE

This Declaration of Residential Covenants, Conditions and Restrictions shall be effective as the date they are filed with the Washington County Recorder's Office.

CREST RIDGE SUBDIVISION, WASHINGTON COUNTY

By: *Vanda L. Gloczko*

STATE OF NEBRASKA :
: ss

COUNTY OF WASHINGTON:

On this 10TH day of February, 2009, before me, the undersigned a Notary Public in and for the State of Nebraska, personally appeared, to me personally known, who, being by me duly sworn, did say that he is the executor of the foregoing instrument, by it and by him voluntarily executed.

Katherine D. Loudner
NOTARY PUBLIC IN AND FOR THE STATE OF NEBRASKA



STATE OF

NEBRASKA



United States of America, }
State of Nebraska } ss.

Department of State
Lincoln, Nebraska

I, John A. Gale, Secretary of State of Nebraska do hereby certify;
the attached is a true and correct copy of Articles of Incorporation of

CREST RIDGE PROPERTY OWNERS ASSOCIATION, INC.

with its registered office located in **BLAIR, Nebraska**, as filed in this
office on **December 30, 2008**.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on **December 30, 2008**.

John A. Gale
SECRETARY OF STATE



This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Duplicate Affidavits of this Publication have been filed in the office of
County Clerk Clerk of Dist. Court County Clerk Sec. State

AFFIDAVIT OF PRINTER

STATE OF NEBRASKA

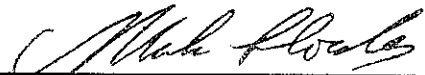
WASHINGTON COUNTY

Mark Rhoades Being by me first duly sworn, deposes and says that he is the publisher of THE ENTERPRISE, a legal weekly newspaper printed and published at Blair, in Washington County, Nebraska and of general circulation in said County and State: that said newspaper has a bona fide circulation of more than 300 copies weekly, in said County: and has been published in said County for more than 52 successive weeks prior to the first publication of the attached notice, that the attached notice was published in said newspaper for 3 consecutive week(s) being the issues of.

January 9, 2009

January 16, 2009

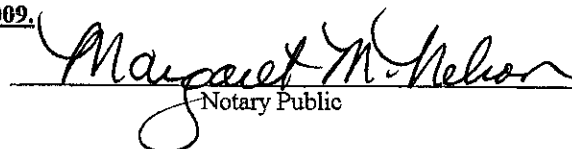
January 23, 2009



Publisher Signature

Subscribed in my presence, and sworn to before me

This 23rd day of January, 2009.



Notary Public

Legal Notice

BYAM & HOARTY PC LLO
Attorneys
317 American National Building
8990 West Dodge Road
Omaha, Nebraska 68114.

NOTICE OF INCORPORATION

CREST RIDGE PROPERTY OWNERS ASSOCIATION, INC. a Nebraska non-profit corporation, with registered office at 11530 Crest Ridge Circle, Blair, NE 68008, and its registered agent at such address, **CARRI PAVLIK**, formed as a mutual benefit corporation under the Nebraska Nonprofit Corporation Act, with its affairs conducted by its Members, Board of Directors, and Officers in accordance with its Bylaws.

CARRI PAVLIK
11530 Crest Ridge Circle
Blair, NE 68008
Incorporator

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Printers Fee For Publishing This Notice	\$ 29.71
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Notary Fees	\$.50
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