

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 296 000402717
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COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madsen

FILED

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CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

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Proofer _____

SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR JENSEN ACRES
BLAIR, WASHINGTON COUNTY, NEBRASKA

THIS DECLARATION made on the date hereinafter set forth by Jensen Well Company, hereinafter referred to as the "Declarant."

WHEREAS: Declarant is the owner and developer of certain real property known as Jensen Acres, legally described as Lots 1-4, Jensen Acres, Part of TL 166, 10-18-11, Washington County, Nebraska, hereinafter "Jensen Acres".

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 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.

WHEREAS: The Jeffrey L. Young and Carolyn M. Young are the owners of Lots 1 and 4 of Jensen Acres. Ted E. Maine and Lorraine L. Maine are the owners of Lot 2 of Jensen Acres. Michaella D. Esters is the owner of Lot 3 of Jensen Acres.

WHEREAS: On April 23, 1996, Declarant filed a Declaration of Covenants, Conditions and Restrictions for Jensen Acres, Blair, Washington County, Nebraska, hereinafter "Original Declaration" at the Washington County Clerk, Blair, Nebraska. On October 20, 2000, Declarant filed an Amended Declaration of Covenants, Conditions and Restrictions for Jensen Acres, Blair, Washington County, Nebraska, hereinafter, "First Amended Declaration" with the Washington County Clerk, Blair, Nebraska.

WHEREAS: This Declaration is intended to, and does revoke and replace the Original Declaration and the First Amended Declaration.

NOW, THEREFORE, in consideration of the premises, Declarant for himself, or his successors, assignees, and all future grantees, does hereby impose, create, and place upon the real estate described hereinabove the reservations, conditions, covenants and restrictions (all of which are hereby termed "Restrictions") 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 provisions of this Declaration, all for which is declared to be in furtherance of a plan for the development, improvement, and sale of existing homes 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 grantees thereof, their heirs and assigns and shall, as to the owners of any interest in said real estate, their heirs, successor 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 restrictions are omitted from any deed or instrument of conveyance of said lands, or any part thereof.

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

- A. Each of said lots shall be used only for single-family residential purposes;

- B. No structure shall be erected, altered, placed or permitted to remain on any "Residential Building" plot or lot, as hereinafter defined, other than one (1) 'single-family dwelling' not to exceed two (2) stories in height with either an attached or detached private garage. No larger than 3-car garage is allowed. If the garage is detached, it must be set even with or behind the front of the dwelling. All garages must match the roof design, front of the dwelling. All garages must match the roof design, style and color of building material of the residential dwelling.

These covenants specifically exclude single-wide trailers. Any pre-constructed home must carry both the FHA seal and the Nebraska state seal and must conform to county building codes. Such homes must be set onto a full basement.

However, the Declarant may allow exceptions to the provisions of this Restriction for the construction of lawn maintenance or tool sheds, no larger than 10' x 12.' These structures shall be located in the rear yard and shall match the roof design, color and building material of the residential dwelling. Another exception would be the erection of a totally enclosed "Morton building" style structure, with doors not to exceed 16 feet in height, and the size not to exceed 40 feet by 60 feet.

- C. No lot as originally platted 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 larger lot.
- D. No noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind except residential "For Sale" signs or "Open House" signs shall be erected on any lot.

No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot except where allowed by the City of Blair. Trash containers shall be screened from view from other lots in the Subdivision except on the day trash is collected. Satellite dishes, whether attached to the home or placed upon the lot, shall be allowed. Any fuel tank line must be buried beneath ground level.

- E. There shall be no trailer or basement used as a dwelling on the premises, nor any shack, garage, barn or other outbuilding erected on said real estate without permits from the city/county building inspector. All garages must match roof design, color and building material of the residential dwelling on each lot.
- F. Prior to commencement of construction of any structures, the plans and specifications therefore (including elevations) must be submitted to and approved in writing by the Declarants.
- G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:
1. A split-entry home, not less than 1800 square feet;
 2. A ranch-style home, not less than 1400 square feet; and

3. A two-story home, not less than 2100 square feet total.

All residential dwellings shall have a full basement, with the exception of split-entry dwellings. Those shall have a minimum 50 per cent basement.

All finished living space shall be on or above grade. Grade shall be defined as "the grade of the front yard." Finished space shall not include "walk-out basement space." Any exposed concrete or concrete block foundation must be painted to match dwelling or bricked.

All exterior finish on new construction shall be either vinyl or steel siding.

All lots shall have a drilled and capped well to be supplied by the owner. It shall be the responsibility of each lot buyer to hook up to the existing well at their own expense. Each buyer shall further be responsible for hiring an experienced contractor to install a septic system that shall pass current state and county building codes.

- H. Setbacks: All buildings shall be located in accordance with applicable zoning regulations.
- I. Fences: Side and rear fences shall not exceed six feet (6') in height. All fences in front shall not exceed forty-two inches (42") in height and must be at least fifty per cent (50%) open. Chain link fencing is allowed.
- J. Vehicle restrictions: No semi-trailer, camper, recreational vehicles, boats or similar vehicles shall be stored or maintained on the premises unless enclosed in a garage. No repair of boats, campers, automobiles, trucks, motorcycles or similar vehicles will be permitted outside of the garage on any lot for any longer than forty-eight (48) hours.
- K. 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 earth or any other waste material. No weeds or grass shall be allowed to reach more than a maximum height of eight (8) inches. No field crops shall be grown upon any lot at any time. Vegetable gardens shall be allowed.
- L. 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.
- M. All sewer systems must be installed so as to comply with the existing State/County Health Codes. Such systems must be inspected during installation by an appropriately designate Health Inspector. Where septic tanks are used, they must be maintained in good condition and laterals buried in such a manner that there will be no surface drainage and be so constructed as to comply with the regulations established by the Nebraska Department of Health.

- N. Excavation. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the owner of each lot and in no event shall the undersigned or its agents and associated entities become liable for such work or maintenance or any other claims arising from such excavations. No material other than earth, sand, rock or gravel shall be used as fill or backfill on any lot.
- O. All telephone, electrical power service lines, cable television and gas lines from property line to dwelling shall be underground.
- P. All firewood must be cut, stacked and stored within a frame no higher than four (4) feet by four (4) feet and no less than eight (8) inches off the ground. It must be located a minimum of fifty (50) feet from any existing structure.
- Q. Any pool, whether in ground or above ground, shall be located in a fenced area and must be kept locked when not in use.
- R. Driveways for Lots 1-3 shall be allowed off of Dakota Circle only. There is restricted access from Highway 91.
- S. Owners of Lots 1-3 shall be responsible for the maintenance of Dakota Circle for any and all work, repairs, grading, etc. that is needed to keep the road in repair.
- T. Owners of Lots 1-3 are aware that Dakota Circle has been or will be a dedicated road and, therefore, shall be public access.

GENERAL PROVISIONS

The Declarant, its assigns, and any owner of a lot named herein shall each have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restriction any violation of same, or to recover damages for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

This Declaration and the restrictions contained herein shall remain binding and in full force and effect until April 23, 2016, as was proscribed by the Original Declaration.

This Declaration may be amended, changed by additional provision or deleting provision by the Declarant, or any persons, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion until April 23, 2006, as was proscribed by the Original Declaration. Thereafter, this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed on the 20 day of May, 2004.

JENSEN WELL COMPANY

By: David L. Johnson
David L. Johnson, President

STATE OF NEBRASKA)
) :ss:
WASHINGTON COUNTY)

On this 20 day of May, 2004, before me, the undersigned a Notary Public in and for said county, personally came David L. Johnson, President of Jensen Well Company, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said Corporation.

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

G P D

Notary Public
My commission expires:

