

2003 4050

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 28th DAY OF May A.D. 2003
AT 8:53 O'CLOCK A M AND RECORDED IN BOOK
403 AT PAGE 475-481
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson

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FILED

03 MAY 28 AM 8:53

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR CERTAIN TRACTS IN THE SE1/4 OF THE SW1/4 OF SECTION 31,
TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE 6TH P.M.,
IN WASHINGTON COUNTY, NEBRASKA**

THIS DECLARATION is made by Steven B. Lupardus, a single person, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Washington County, Nebraska, and legally described as Tracts 1 and 2 on Exhibit "A", attached hereto and incorporated herein by this reference. Such Tracts are herein referred to collectively as the "Tracts" and individually as each "Tract".

These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the Tracts for a period of twenty-five (25) years from the execution of this instrument. These covenants may be renewed for additional periods of ten (10) years by unanimous approval of the owners of the Tracts prior to the expiration of the then current term.

If the present or future owners of any said Tracts or their grantees, heirs or assigns shall violate or attempt to violate any of these covenants it shall be lawful for any other person or persons owning any part of said Tracts to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him, her or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any

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of the other provisions, which shall remain in full force and effect. Prior to the sale of all Tracts, Declarant reserves the exclusive right to modify or waive these covenants as to any Tract or Tracts in cases where the Declaration deems it necessary or advisable.

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Tracts.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Tracts 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 Tracts. These restrictions, covenants, conditions, and easements shall run with the Tracts and shall be binding upon all parties having or acquiring any right, title or interest in each Tract or any part thereof, as is more fully described herein. The Tracts and each Tract, is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.

RESTRICTIONS AND COVENANTS

1. Each Tract within the properties shall be used exclusively for single family residential purposes.
2. No building or structure of any sort may ever be placed, erected or used for business, professional trade or commercial purposes on any of the Tracts within the properties.
3. The finished square footage of the enclosed living area of main residential structures, exclusive of porches, breezeways, basements, and garages, shall not be less than the following minimum sizes:
 - a. 1,600 square feet for a one-story dwelling;

b. 2,200 square feet for a 1 ½ story or 2 story dwelling, with a minimum of 1,000 square feet on the first level.

4. For each dwelling there must be erected a private garage for not less than two (2) cars, no more than four (4) cars. Each two (2) stall garage must be a minimum of fourteen (14) feet deep by twenty-six (26) feet in width; if a three (3) or four (4) stall garage, each adjacent two (2) stalls must be a minimum of fourteen (14) feet deep by twenty-six (26) feet in width.

5. All exposed side and rear or concrete block foundation walls must be painted. All foundations shall be constructed of concrete, concrete blocks, brick or stone.

6. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

7. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, camper truck, tractor or similar recreational or business vehicle shall be maintained or stored on any part of the Tract (other than in an enclosed structure), except that a two horse trailer may be stored adjacent to an outbuilding. No grading or excavating equipment, trucks, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yard, driveway or street. However, this restriction shall not apply to equipment necessary for construction of residential dwellings during their period of construction.

8. All structures on any Tract must be new construction. No modular or previously constructed, relocated structure may be placed on any Tract. No unused building material, junk or rubbish shall be left exposed on any Tract except during actual building construction and then only when left in a neat and orderly manner so as to prevent materials and rubbish from blowing into other Tracts and to eliminate any hazards or injury to persons on property. No temporary structure including but not limited to a trailer, basement, barn or outbuilding shall be erected upon, or used

on any Tract at any time as a residence, either temporarily or permanently.

9. No advertising signs, billboards, unsightly objects or nuisances shall be erected or permitted to remain on any Tract except for one sign per Tract consisting of not more than six (6) square foot advertising a Tract as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Tract or any resident thereof.

10. No solar panels shall be allowed.

11. 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 Tract at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Tract.

12. All rubbish, trash or garbage shall be removed from the properties; and disposed of in compliance with applicable laws and regulations.

13. No trash or other refuse shall be placed or dumped on any vacant building site or Tract.

14. No garden crop shall be grown upon that portion of any Tract nearer to the street than the building setback lines.

15. Ground cover shall be maintained on all Tracts in order to prevent erosion. All dead trees and shrubbery must be removed at the owner's expense. The owner shall take whatever steps necessary to control noxious weeds on his or her real estate.

16. All power and telephone service wires on all of the Tracts shall be buried underground.

17. One well (exclusively for each such Tract) is permitted per Tract for providing potable water for human consumption. Well installation shall be provided by the Tract owner. Each well will be designed and installed in full compliance with all applicable federal, state and local laws and

regulations.

18. Installation and maintenance of all septic sanitary sewer systems shall be the responsibility of the respective owner of each Tract. All septic sanitary sewer systems shall be approved and installed in full compliance with all applicable federal, state and local laws and regulations.

19. No more than ten (10) horses shall be allowed by Tract, and then only upon approval from appropriate Washington County authorities. No other animals, sheep, swine, goats, fowl or poultry of any kind shall be raised, bred, or kept on any Tract. Dogs, cats, or other household pets maintained within a residence may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Owners shall make every effort to keep their dog or cat contained to their property, and shall not allow their dog or cat to run at large.

20. Other than a barn to house ten (10) horses no stable or other shelter for any animal, fowl, poultry, swine, sheep and goats shall be erected, altered, placed or permitted to remain on any Tract. However, a dog house shall be permitted in the rear of the residence, or at the side or rear of an outbuilding.

21. Horses will be kept to the rear or side of the residence. All structures used for the housing and maintenance of the horses and any areas where they are kept or maintained, shall be maintained at all times in a clean, neat, orderly manner by the owner of said real estate. All manure must be removed from the premises and disposed of in accordance with all applicable laws and regulations at least weekly. All fencing must be kept in good condition and not allowed to deteriorate. The owner of each Tract shall take all reasonable and necessary steps to insure adequate rodent control on said Tract.

22. Barns or storage sheds shall be constructed of wood frame or metal, but any such

building must be at least 150 square feet in floor size. Any such building must be kept in good repair. All exterior wall surfaces and all wood surface areas must be painted or stained and sealed at all times. All outbuildings must have at least a one (1) foot soffit around the entire perimeter of roofline.

23. Exterior lighting installed on any Tract shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Tracts.

24. Any exterior air conditioning condenser units shall be placed in the rear yard or any side yard so as not to be visible from the street. If placed in a side yard, the units shall be screened from view by landscaping or architectural means.

25. No grass, weeds, other vegetation, or otherwise objectionable shrubs or trees will be grown or maintained on any Tract so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.

26. These foregoing covenants and restrictions may be amended by Declarant at any time prior to the Tracts being sold. They may be amended at any time thereafter by unanimous approval from all of the Tract owners at any time after all of the Tracts are sold.

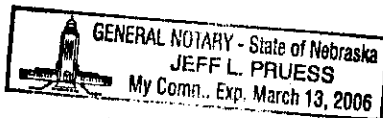
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this

27th day of MAY, 2003.




Steven B. Lupardus

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)



The above and foregoing was acknowledged before me this 27th day of MAY, 2003, by Steven B. Lupardus.



Notary Public

LEGAL DESCRIPTION:

Tract 1:

Part of Tax Lot 22 lying in the SE1/4 of the SW1/4 of Section 31, Township 17 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska and more particularly described as follows:

Beginning at the S1/4 Corner of Section 31, Township 17 North, Range 12 East, and assuming the east line of the SW1/4 of said Section 31 to bear N 00°00'00" E; thence S 89°58'12" W along the southerly line of the SW1/4 of said Section 31 a distance of 587.43 feet; thence N 00°00'00" E a distance of 742.28 feet; thence N 89°58'12" E a distance of 587.43 feet to a point on the easterly line of said SW1/4; thence S 00°00'00" W along said easterly line a distance of 742.28 feet to the Point of Beginning and containing 10.01 acres, more or less.

Tract 2:

Part of Tax Lot 22 lying in the E1/2 of the SW1/4 of Section 31, Township 17 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska and more particularly described as follows:

From the S1/4 Corner of Section 31, Township 17 North, Range 12 East; thence N 00°00'00" E (assumed bearing) along the easterly line of the SW1/4 of said Section 31 a distance of 742.28 feet to the Point of Beginning; thence S 89°58'12" W a distance of 587.43; thence N 00°00'00" E a distance of 842.99 feet to the northerly line of Tax Lot 22 in said Section 31; thence easterly along said northerly tax lot line as follows: S 71°40'33" E a distance of 33.26 feet to an iron found; thence S 80°39'59" E a distance of 101.71 feet to an iron found; thence S 63°50'36" E a distance of 182.11 feet to an iron found; thence S 70°56'26" E a distance of 308.97 feet to an iron found on the easterly line of said SW1/4; thence S 00°00'00" W along said easterly line a distance of 634.56 feet to the Point of Beginning, and containing 10.01 acres, more or less.