

NON CLARK
REGISTER OF DEEDS
SAUNDERS COUNTY

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR BULL RUN PHASE 2, A SUBDIVISION
IN SAUNDERS COUNTY, NEBRASKA**

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BOOK 30 PAGE 828
OF MISC LIST# 62

(Handwritten signature)

THIS DECLARATION is made by Ervin A. Bull and Marianne M. Bull, referred to jointly as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Saunders County, Nebraska and described as follows:

Lots (1) through (20) inclusive, in Bull Run Phase II, a subdivision as surveyed, platted and recorded in Saunders County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation of the values and amenities of the Subdivision, for the maintenance of the character and residential integrity of the Subdivision.

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

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each of Lots 5 - 20 shall be used exclusively for single-family residential purposes and each of Lots 1 through 4 shall be used exclusively for either single family residences or duplexes or two townhomes sharing common structural elements.
2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboard, dog house, pool house, flag pole, or other external improvement, including landscaping, 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 excavation for any Improvement be commenced, except for Improvements which have been

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approved by Declarant as follows:

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- A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans (the "Plans") to Declarant. Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.
 - B. Declarant shall review such Plans in light of the conditions and restrictions in Article I of this Declaration and in relation to the type and exterior of improvements which have been constructed, or approved for construction, on other Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within the Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these Improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots, as a quality residential community, Declarant may refuse approval of any proposed Improvement.
 - C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner after submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.
 - D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to 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 in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.
3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling on Lots 5 through 20 or one detached

single family dwelling or duplex or two townhomes sharing common structural elements on Lots 1 through 4. No residence shall exceed two and one-half stories in height. All improvements shall meet the zoning and building code requirements of the Village of Yutan, Nebraska, and if the restrictions contained in this Declaration are more restrictive, this Declaration shall supersede such zoning and building code requirements.

4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roofs of all Improvements shall be covered only with asphalt or fiber glass shingles approved as to color and quality by Declarant.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale". No commercial activities of any kind shall be conducted on any lot except those which can be conducted entirely within the residence and which do not result in vehicular and pedestrian traffic to or from the residence; 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 Lot or any resident thereof. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of improvements, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No exterior television or radio antenna of any sort shall be permitted on any Lot.

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 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 building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar item shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. 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, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this section 8 shall not apply to trucks, tractors or commercial vehicles which

are necessary for the construction of improvements during the period of construction. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the Village of Yutan, Nebraska.

9. No incinerator, trash burner, or fuel tank shall be permitted on any Lot. No garbage or trash can or container shall be permitted outside, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. Produce or vegetable gardens may only be maintained in rear yards.

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

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood, PVC, or wrought iron. No chain link or wire type fence shall be permitted unless approved by Declarant as to color, quality and construction. No fences or walls shall exceed a height of six (6) feet.

12. No swimming pool may extend more than one foot above ground level. Swimming pools shall be located only in rear yards.

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. Grading plans must be submitted to and approved by Declarant prior to commencement of Improvements to any Lot. Declarant shall review the grading plans in light of commercially recognized development and engineering standards. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the Village of Yutan.

15. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

16. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog houses shall only be allowed at the rear of the residence, concealed from public view. No dog runs or kennels of any kind shall be allowed in the Subdivision. No livestock or agricultural-type animals or animals kept or raised for commercial purposes shall be allowed in the Subdivision, including pot-bellied pigs. No animal shall be allowed to run at large at any time within the Subdivision. No person shall allow a dog owned, kept or harbored by him under his charge or control, to injure or destroy any real or personal property of any description belonging to another person. Excessive barking either day or night, shall be grounds for removal of any dog whether owned by guests or the Lot owner.

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17. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue to grow, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot.

19. No temporary structure of any character and no carport, trailer, open basement, storage or tool shed or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. An Owner may erect a swing set, playground equipment, pool house or other non-prohibited structure on a Lot only after securing the prior written approval of Declarant. No structure or dwelling shall be moved from outside the Subdivision to any Lot without the written approval of Declarant. No prefabricated residence or residence composed primarily of prefabricated components shall be constructed on any lot.

20. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

ARTICLE II. EASEMENTS

1. A perpetual license is granted in favor of the Omaha Public Power District, Metropolitan Utilities District, Lincoln Telephone and Telegraph Company, Cable U.S.A., their successors or assigns to erect and operate, maintain, repair and renew all necessary instrumentalities and to extend thereon each utility service, over, upon or under a 6 foot wide strip

of land along all rear lot lines and along side lot lines where necessary, said license being granted for the use and benefit of all present and future owners of lots in the Subdivision. Provided, however, that these utility easements are granted upon the specific condition that if the utility companies fail to construct along any of said utility easements with 36 months of the date hereof, or if the utility is constructed but hereafter removed without replacement within 60 days after their removal, then these utility easements shall automatically terminate and become void. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

2. Other easements are provided for in the final Plat of the Subdivision which is filed with the Register of Deeds of Saunders County, Nebraska (Plat Book 30, Page 494).

ARTICLE III.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant in any manner which it may determine in its full and absolute discretion until all provisions hereof have been amended.

there shall be no right of appeal of Declarant's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any request for waiver, modification or amendment.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 5th day of August, 1996.

DECLARANTS:

Ervin A. Bull
Ervin A. Bull

Marianne M. Bull
Marianne M. Bull

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STATE OF NEBRASKA)
)ss.
COUNTY OF Saunder)

The foregoing instrument was acknowledged before me this 5th day of August, 1996, by Ervin A. Bull and Marianne M Bull.



Lene Kirchmann
Notary Public