

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2002 03399

2002 JAN 28 A 10:43 B

*Sharon J. Darling*

REGISTER OF DEEDS

Counter *SD*  
Verify *AK*  
D.E. *D*  
Proof *FW*  
Fee \$ *33.00*  
Ck ☒ Cash ☐ Chg ☒ *1.00*

*2721 sub*

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
CASTEL'S FIRST ADDITION**

This Declaration is made this 16<sup>th</sup> day of January, 2002, by Kris Funk, hereinafter referred to as Declarant, and Kevin R. Hopp and Merrell A. Magelli, hereinafter collectively referred to as "Adjacent Owner",

**WHEREAS**, Declarant is the sole owner of certain real property in Sarpy County, Nebraska, (said property hereinafter referred to as "Property") and which is legally described as:

Lots 1, 2, 3 and 4, Castel's First Addition, a subdivision as surveyed,  
platted and recorded in Sarpy County, Nebraska.

**WHEREAS**, Adjacent Owner is the sole owner of certain real property legally described in the attached Exhibit "A"; and

**WHEREAS**, Declarant and the Adjacent Owner desire to create on the Property a residential community for the benefit of said community; and

**WHEREAS**, Declarant and Adjacent Owner desire to provide for the preservation of the values and amenities in said community and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of said Property, each owner thereof, the Adjacent Owner or any subsequent owner of that real estate; and

**WHEREAS**, each Owner, the Declarant and the Adjacent Owner shall have the power to enforce the covenants and restrictions hereinafter created;

**NOW, THEREFORE**, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

★ Return To:  
SUBURBAN  
TITLE & ESCROW  
1119 S. 119th St.  
Omaha NE 68148

*32.00*

*2001 2490*

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## ARTICLE 1

### DEFINITIONS

**1.01. "Adjacent Owner"** shall mean the parties identified above or any other person who may subsequently hold an ownership interest in or to the property described in the attached Exhibit "A".

**1.02. "Annexation" or "Annex"** shall mean the process by which other real property is joined to the Property and made subject to the covenants, conditions and restrictions of this Declaration in accordance with the procedures set forth hereafter.

**1.03. "Declarant"** shall mean and refer to Kris Funk, a single person.

**1.04. "Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions for the Property, as filed for record in the Register of Deeds of Sarpy County, Nebraska.

**1.05. "Lot"** shall mean and refer to all residential lots in Castel's First Addition, currently being Lots 1, 2, 3 and 4, all lots which may be hereinafter subdivided by Declarant for residential use or any such property as may be annexed into the Property.

**1.06. "Owner"** shall mean and refer to the Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

**1.07. "Person"** shall mean a natural person, firm, corporation, partnership, trust or other legal entity.

**1.08. "Property"** shall mean and refer to the Property as first described above, not including the Adjacent Owner's property and such additions thereto as may be brought within the jurisdiction of the Association.

## ARTICLE 2

### POWERS IN DECLARANT

**2.01. Changes in Boundaries and Subdivision.** The Declarant reserves the right to make such changes in the boundaries, to create any necessary easements on any Lot not sold to others, as it deems advisable. It is further specifically reserved unto the Declarant the right to subdivide any Lot or portion of the property not sold to others.

**2.02. Adding and Removing Property Owned by Declarant.** Declarant reserves, and shall at all times have the right, without the consent or approval of any other person to plat or replat the boundaries or dimensions of any Lot or other property owned by Declarant, to increase or decrease or change the size, shape, or dimensions of any Lot or other property owned by Declarant, and to annex additional property which shall have the right to use and enjoy the Access/Utility easement as depicted upon the Plat of the Property and which may be included in, bound by and subject to the obligations of this Declaration at Declarant's sole discretion.

**2.03. Plat Amendment.** Declarant preserves the right to amend the Plat, from time to time, to conform the same according to the actual location of any of the improvements, and to establish, vacate and relocate easements, access road easements, and on-site parking areas.

### ARTICLE 3

#### PERMITTED USES AND RESTRICTIONS

**3.01. Residential Use Only.** Each Lot is hereby restricted to single-family residential use only. No Lot shall be subdivided, excepted as provided for herein, and no more than one single-family residence shall be permitted on any one Lot. In no event shall more than three unrelated persons occupy, use, purchase, own or rent any portion of any Lot. No mobile homes, manufactured home, pre-erected dwelling, will be allowed to be constructed, moved or remain upon a Lot. No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be used on any portion of any Lot at any time as a residence, either temporarily or permanently.

**3.02. Building Requirements.** No residence shall be erected, permitted or maintained on any Lot having less the following square footage:

**a. One Story.** A minimum of One Thousand Eight Hundred (1,800) square feet on the ground floor.

**b. One and One/Half Story.** A minimum of One Thousand Six Hundred (1,600) square feet on the ground floor with a total finished square foot minimum of Two Thousand (2,000) square feet on the ground and second level.

**c. Two Story.** A minimum of One Thousand Four Hundred (1,400) square feet on the ground floor with a total finished square foot minimum of Two Thousand (2,000) square feet on the ground floor and second floor.

All residences must include a minimum of a two-car attached garage. All square footage requirements are exclusive of porches, breezeways and garages. Any exposed foundations must be covered or painted.

**3.03. Signs.** No advertising signs (except one of not more than two (2) square feet, "For Rent", or "For Sale", sign per Lot), billboards unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. However, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of structures, if any, by the Declarant during the construction and sale of any Lot, or to the Association for any activity undertaken by it in furtherance of its powers and purposes as set forth herein.

**3.04. Trash and Unsightly Items.** Equipment, trash cans, garbage cans, propane tanks and wood piles shall be kept screened by adequate planting or fencing so as to conceal them from view. All rubbish, trash or garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. No trash burning shall be permitted on any Lot. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, or storage of motor vehicles shall occur on any Lot unless it takes place within an enclosed garage or building, and then only if not undertaken as a commercial or business activity. No noxious or offensive activity shall be carried on the Property, nor shall the storage of any scrap or inoperable item or material.

**3.05. Sewage Disposal and Septic systems.** No sewage waste system or septic tank and field system shall be installed unless it complies with all local, state or federal statute, rule or regulation. All Owners shall perform all necessary servicing and pumping as may be necessary to keep such systems in good, serviceable and operational condition.

**3.06. Repair and Maintenance.** No building or structure upon any Lot shall be permitted to fall into disrepair and each such building or structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

**3.07. Harvesting of Trees.** No harvesting of trees from any Lot shall be permitted except as may be reasonably necessary for the construction of a residence, driveway or minimal yard. It is the intent of the Declarant that the current wooded nature of the Property be maintained as much as possible and that no healthy trees be removed unless absolutely necessary.

**3.08. Perimeter Fencing.** No fencing or boundary marker shall be permitted around the boundary of any Lot or within one hundred (100) feet of any Lot line of any Lot.

## ARTICLE 4

### GENERAL PROVISIONS

**4.01. Enforcement.** The Declarant, Adjacent Owner or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

2002-03399A

Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**4.02. 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.

**4.03. Binding Effect.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-one (21) years from the date of this Declaration is recorded and shall be automatically extended for successive periods of ten (10) years unless by written agreement of a two-thirds majority of the then owners of the lots that it be changed in whole or part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska.

KRIS FUNK, Declarant,

By: [Signature]  
Kris Funk, Declarant

KEVIN R. HOPP AND MERRELL A. MAGELLI,  
Adjacent Owner,

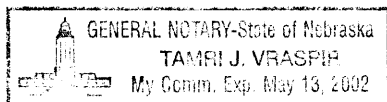
By: [Signature]  
Kevin R. Hopp

By: [Signature]  
Merrell A. Magelli

STATE OF NEBRASKA )  
COUNTY OF SARPY )

ss.

The foregoing Declaration of Covenants, Conditions and Restrictions for Castel's First Addition was acknowledged before me this 16<sup>th</sup> day of January, 2002, by Kris Funk, Kevin R. Hopp and Merrell A. Magelli.



[Signature]  
Notary Public

202-03399E

## EXHIBIT "A"

A tract of land lying in the West Half of Section 19, Township 13 North, Range 13 East; and part of the Southeast Quarter of the Northeast Quarter of Section 24, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska; being more particularly described as follows:

Commencing at the Northwest corner of said Section 19; thence South 00°29'23" West along the West line of said Section 19 a distance of 1319.99 feet to the true point of beginning; thence South 89°14'59" East on the South line of the Northwest Quarter of the Northwest Quarter of said Section 19, a distance of 1142.87 feet to the centerline of an existing County Road; thence South 19°37'25" East on said centerline, a distance of 2314.28 feet; thence continuing along said centerline South 57°36'15" East, a distance of 339.84 feet; thence continuing on said centerline South 09°31'16" West, a distance of 303.10 feet to a point on the North line of Riverview Forest Subdivision, as platted in the Southwest Quarter of said Section 19; thence North 89°20'58" West on said North line, a distance of 114.20 feet; thence North 34°11'16" West, a distance of 583.31 feet; thence North 21°23'06" West, a distance of 425.52 feet; thence North 90°00'00" West, a distance of 1036.82 feet; thence South 83°33'27" West, a distance of 264.58 feet; thence North 19°54'10" West, a distance of 964.80 feet; thence North 07°36'30" West, a distance of 923.58 feet, more or less, to a point on the North line of the Southeast Quarter of the Northeast Quarter of said Section 24; thence on said North line North 89°08'38" East, a distance of 190.77 feet to the true point of beginning.