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 Lancaster County, NE Assessor/Register of Deeds Office PROCOV  
 Pages 5



## Cedar Woods Estates

Protective Covenants established May 27, 2017

Whereas, Cedar Woods Estates LLC, a Nebraska Limited Liability company (herein after referred to as the "Owner") is the owner of the real estate more particularly described as Lot 7 & 8 Irregular Tracts and the Southwest Quarter of the Southeast Quarter, located in the Southeast Quarter, located in the Southeast Quarter of Section 23, Township 8 North, Range 7 East, of the 6<sup>th</sup> PM., Lancaster County, Nebraska.

Whereas, the Owner has final platted and subdivided the Property for a Community Unit Plan; and

Whereas, the Owner desires to establish a uniform plan for the development of the Property; and

Whereas, the Owner desires to provide for the preservation of the rural residential community's aesthetic qualities, for the preservation of property values and general economic stability, and for the overall general benefit of the community.

A Lot Owner becoming so by purchase of any Lot on the Property of lots 1-6 shall adopt all Cedar Woods Estates Covenants, becomes a member of the Cedar Woods Estates Home Owners Association agreeing to its contents, and shall be bound to such as stated in this document as established by Cedar Woods Estates LLC (Owner of the subdivision)

1. **Definitions:** The term "Owner" shall be deemed to mean Cedar Woods Estates LLC, a Nebraska Limited Liability company, or its successors or assigns. The term "Lot Owner" shall be deemed to mean the owner or owners of record of any Lot. The term "Lot" shall be deemed to mean all single-family Lots now or hereafter located on the Property of Cedar Woods Estates which are shown on the Final Plat for Cedar Woods Estates and has been filed with the Register of Deeds of Lancaster County, Nebraska.
  - A) **Use:** No lot located on the Property shall be used other than for single family residential purposes, and only one single family residence shall be allowed on a Lot.
  - B) **Property maintenance:** Each Lot owner shall maintain the premises including landscape, lawn, field grass, gardens, trees etc. in a way that is in keeping with the general intent of this document which is to preserve property values and economic stability. Tidy in appearance, free of debris and not messy and unkempt should be the understanding of each Lot owner regarding the upkeep of their Lot.
  - C) **Construction time frame:** Construction of any residence or other building to be located upon a Lot shall be completed within 12 months from the date of commencement of construction.
  - D) **Approval of Plan-Minimum Requirements:** The Owner shall have exclusive right to establish grades and slopes for all Lots and to fix the grade at which any building shall be constructed upon any Lot located on the Property, in conformity with the general plan for the development of the Property. Plans for any residence or other improvement to be

*outlot A-B*  
*Cedar Woods Estates LLC*  
*17300 S. 71*  
*Stickman, J.F. 68312*

*No  
 CEDWOODS*

constructed upon any Lot located on the Property shall be submitted to the Owner and shall show the design, size, exterior material and exterior colors for the residence or other improvement and the plot plan for the Lot. One set of plans shall be left on permanent file with the Owner. Construction of the residence or other improvement shall not be commenced unless written approval of the plans has been secured from the Owner. Written approval or disapproval of the plans shall be given by the Owner within thirty (30) days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Owner shall have the exclusive right to disapprove of the plans, if in the Owner's opinion the plans do not conform to the general standard of development within the Property. Without in any way limiting the right of the Owner to approve or disapprove plans, each residence constructed on any Lot located on the property shall have minimum two-stall garage attached to the residence and each residence shall have at least the following minimum number of square feet (exclusive of basement, patios, terraces, enclosed decks, garages and driveways)

<u>Style/Design of Residence Requirement</u>	<u>Minimum Square Footage Requirement</u>
Ranch	- 1,450 sq. ft.
Multi-Level	- 1,900 sq. ft.
1 ½ story, 1 ¾ story, or 2 story	- 2,200 sq. ft.

No dome homes, earthen homes, or A-frame homes shall be allowed. No partially completed structures, trailers, tents, shacks or garages shall be used as either a temporary or permanent residence.

Exterior residence finish shall include vinyl, brick, stone, stucco, cement panel or another architectural panel. The front elevation of the residence shall include a minimum of 30% brick, stone and or stucco as it relates to the net wall area exclusive of windows.

- E) Building setbacks: Building setbacks for each Lot shall be per the approved Final Plat.
- F) Village Requirements: All buildings shall be constructed, and maintained in conformity with all requirements of law, including the ordinances of Lancaster County and any other applicable laws, ordinances, building codes, rules or regulations.
- G) Temporary structures: No partially complete dwelling or temporary building and no trailer, mobile home, basement, tent, shack or garage on any Lot shall be used as either a temporary or permanent residence.
- H) Outbuildings: No more than one (1) building no larger than 1600 square feet may be constructed on any single Lot, not counting the residence. The sidewalls of any outbuilding shall not exceed 10 feet in height. This includes detached garages, barns, storage sheds, etc. All accessory buildings of any kind shall be located and maintained so as not to be offensive, and shall be kept in a clean and sanitary condition. The design and size of all outbuildings must have final approval by the Owner in accordance with letter C.
- I) Water and Sewage: Rural Water District No. 1 Lancaster County, Nebraska will provide for water needs to each lot. Each Lot Owner shall be responsible to pay tap fees associated with connection to the RWD Dist. 1 water main. All sewage systems shall be constructed in accordance with the standards and requirements of the Lancaster County Department of Health and all other regulatory bodies. Each Lot Owner shall exhaust every possible effort to construct an underground septic system on their Lot and only pursue lagoon structures as a very last resort in the event septic will not perform.

- J) **Nuisance:** No obnoxious or offensive activity shall be conducted or permitted upon any Lot, nor anything which is or may become an annoyance or nuisance to the development or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots. Firearms shall not be discharged at any time on any Lots. No motorbikes, ATVs, or off-road recreational vehicles may be operated without manufacturers standard noise and emission control equipment. Only motorbikes, ATVs or off-road recreational vehicles that are owned by the Lot Owner may be operated on said Lot Owner's Lot.
- K) **Signs:** No advertising signs, billboards, or other advertising devices shall be permitted, erected, placed or suffered to remain upon any Lot or upon any improvements thereon on any Lot. However, the Owner may erect signs advertising Lots for sale and a sign advertising a single Lot for sale may be erected upon any Lot.
- L) **Animals and fencing:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for any commercial purpose. Horses, cows, sheep, and goats, may be kept for recreational purposes in any combination not to exceed two total animals. A maximum of two dogs, three cats, and five chickens may be kept for recreational use as well. Livestock perimeter fencing shall consist of a 4-wire fencing arrangement with one (1) four-inch (4) diameter line post every third post and the remaining posts being tee post style. Privacy fencing around a residence, patio and deck can be solid wood, vinyl or steel/aluminum.
- M) **Wiring and Antennas:** No wires, antennas, T.V. satellite dishes or other equipment for electric power or electronic communications shall be permitted on any Lot, except underground or within a building; if, T.V. satellite dishes up to two (2) feet in circumference may be permitted subject to written approval as provided under paragraph C specifying location and required screening for the dish.
- N) **Solar Panels:** Any solar panels or other supplementary or auxiliary energy saving type of device placed on any single-family residence constructed on any Lot shall be flush mounted with the roof of such residence, and shall not be located along any exterior wall of such single-family residence nor in any yard area of any Lot. Provided, however, that no solar panels or other supplementary or auxiliary energy saving type of device shall be placed on any single-family residence constructed on any Lot without the prior written approval of the Owner.
- O) **Recreational Activities:** Any activities such as livestock ownership and motorbike usage, etc. on any Lot shall be limited to family use only. No club membership or association groups are allowed for these uses on any Lot.
- P) **Storage:** All personal property located on a Lot such as campers, extra cars, (excluding lawn furniture), must be stored within an enclosed structure, or next to an outbuilding adequately screened.
- Q) Each Lot purchaser automatically becomes a member of the Cedar Woods estates Home Owners Association and is compliant by submitting annual dues as set forth by the HOA board and any additional assessments needed in the future.

Description of Document PROTECTIVE COVENANT

### Acknowledgement

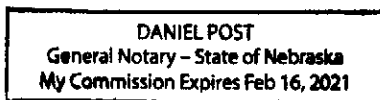
State of Nebraska

S.S.

County of LANCASTER )

The foregoing instrument was acknowledged before me this

25 day of OCTOBER, 2017  
(month)  
by *Manjeth Helmink*  
(printed name of person acknowledged)  
Manjeth Helmink



*Daniel Post*  
Notary Public

↑ Affix Official Notary seal here ↑

Description of Document PROTECTIVE COVENANT

### Acknowledgement

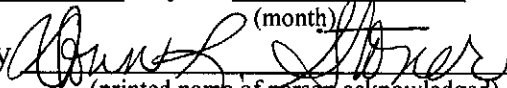
State of Nebraska

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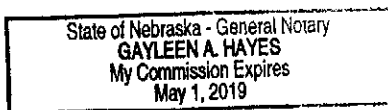
County of LANCASTER )

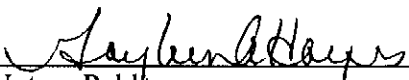
The foregoing instrument was acknowledged before me this

25 day of OCTOBER, 2017

by   
(month)  
(printed name of person acknowledged)

DON R. STONER



  
Notary Public

† Affix Official Notary seal here †