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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR CENTENNIAL ACRES,  
A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by all  
record owners of CENTENNIAL ACRES ("Declarants")

**PRELIMINARY STATEMENT**

The Declarants are the owners of certain real property located within Sarpy County, Nebraska, and describe as follows:

Lots 1 through 7, in Centennial Acres, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

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

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 following real estate for a period of seventy-five (75) years from the execution of this instrument.

If the present or future owners of any said Lots, 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 real estate 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 of the other provisions, which shall remain in full force and effect. The undersigned reserve the exclusive right to modify or waive these covenants as to any Lot or Lots in cases where the undersigned deem it necessary or advisable in unusual circumstances or to prevent hardship.

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 Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restriction, covenants, and conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate

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 all and each of the following conditions and other terms:

#### ARTICLE I RESTRICTIONS AND COVENANTS

1. Each Lot within the properties shall be used exclusively for single family residential purposes. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height excluding basement.
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 lots within the properties.
3. The ground floor finished and enclosed living area of the main residential structures, exclusive of porches, breezeways, basements, and garages, shall not be less than the following minimum sizes:
  - a. 1,800 square feet for a ranch style one-story dwelling;
  - b. 2,100 square feet for a 1 ½ story or two-story dwelling, with a minimum of 1,200 square feet on the first level.
4. For each dwelling there must be erected a private attached garage for not less than two (2) or more cars. No building or part of a building, residence or accessory building shall be located on any lot nearer than seventy (70) feet to the front Lot line, thirty (30) feet to a side Lot line, and one hundred (100) feet to the rear Lot line.
5. Any exposed foundation on the front of the main residential structure must be constructed of or faced with brick, stone, or cultured stone. All exposed side and rear concrete block or poured concrete foundation walls must be painted. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone, or cultured stone.
6. All residential structures shall be roofed with a minimum of a 30-year heritage style asphalt shingle or of a material that is equal to or of higher quality.
7. A dwelling on which construction has begun must be completed within 1.5 years from the date the foundation was excavated.
8. 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 Lot (other than in an enclosed

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structure) for more than twenty (20) days within any calendar year. 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.

9. No living unit shall be moved from outside the premises on to any Lot within the property. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building construction. No structure of a temporary character, including but not limited to a trailer, basement, barn or out-building shall be erected upon, or used on any lot at any time as a residence, either temporarily or permanently.

10. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except for one sign per Lot 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 Lot or any resident thereof.

11. The foregoing Paragraph 10 shall not apply to the business activities, signs and billboards or the activities of the Declarant, their agents, or assigns, during the construction and sale of the Lots.

12. No exposed exterior television, broadcasting or radio antenna of any sort shall be permitted on any Lot. Satellite dishes shall be located in the rear yard of the dwelling or attached to the rear structure if possible. In the event a satellite structure should need to be attached to the side of the residence it shall be installed in a manner that is appealing from the street. The height of any satellite dish shall not exceed the height of the dwelling.

13. No solar panels shall be allowed.

14. 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.

15. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operation, and then only in as neat and inconspicuous a manner as possible.

16. All rubbish, trash and garbage shall be removed from the properties. No garbage or trash-can or other container shall be permitted unless completely screened from view, except for pick-up purposes.

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17. No trash or other refuse shall be placed or dumped on any vacant building site or Lot. No garbage, refuse rubbish or collected lawn clippings shall be deposited on any street, road, or Lot with the exception of compost piles or as mulch.
18. Produce or vegetable gardens may only be maintained in the rear yard.
19. Ground cover shall be maintained on all Lots 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 their Lot.
20. All power and telephone service wires on all of the Lots shall be buried underground.
21. Each Lot will have at least one well (exclusively for each such Lot) providing potable water for human consumption. Each well will be designed and installed using State regulations.
22. Septic sanitary sewer systems shall be the responsibility of the owner of each Lot. All septic sanitary sewer systems shall be approved by the County of Sarpy and State regulations.
23. No building or structure shall be erected to house livestock, fowl or poultry on any Lot. Dog houses shall only be allowed at the rear of the residence. No more than (3) dogs shall be allowed per each Lot owner. No livestock or agricultural-type animals shall be allowed. Stables or other shelters for horses only shall be permitted provided that they are kept in a clean manner and are not used for commercial purposes. The number of horses must comply with Sarpy County rules and regulations based on the number of acres owned.
24. No barbed wire or chain link fencing of any type shall be permitted however, decorative fencing such as vinyl, pvc, and wood will be allowed. All fencing must be kept in good condition and not allowed to deteriorate. The owner of each Lot shall take all reasonable and necessary steps to insure adequate rodent control on said Lot.
25. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the resident of adjacent Lots.
26. Any barn or other accessory buildings on a Lot shall be for useful purpose and shall be constructed of colored metal, brick, wood and/or cedar siding or such other material that is harmonious and compatible with the subdivision. The size of the accessory building shall not be less than two hundred (200) square feet per building and shall not exceed (10,000) square feet combined. No more than Two (2) accessory buildings may be built on one Lot and must be kept in good repair.

27. Any exterior air conditioning condenser units shall be placed in the rear yard or any side yard so as not to be visible from public view.

#### ROAD MANAGEMENT AGREEMENT

WHEREAS, the easement exists for the benefit of all parties hereto for ingress and egress to their respective parcels, and the easement will no doubt exist for future buyers of the property herein described and such future owners of any of the property described herein shall be bound by this agreement.

NOW THEREFORE, the undersigned agree that this Agreement shall run with their land and future owner, and their assigns shall benefit there from and that provisions should be made for maintenance of the road by the parties hereto with the following provisions:

1. All parties hereto and their future assigns agree that the cost of maintenance of the road shall be as follows: 1/7 share by each of the owner(s) of Lots 1,2,3,4,5,6 and 7. This agreement will remain binding on future assigns and the cost of maintenance shall be divided into as many equal shares as there are then remaining separate parcels of land.
2. That the parties hereto agree to cooperate with one another in the maintenance and care of the roadway so that it insure to the benefit of all parties and the undersigned agree not to cause damage to the road in their respective use.
3. The easement thus far created shall be for the joint use of the parties hereto and for their heirs, successors and assigns, for ingress and egress. Neither party hereto, their heirs, successors, or assigns shall so use or leave any vehicle, or anything else on said driveways except for the purpose for which the easement was created.
4. Each of the parties hereto, their heirs, successors, or assigns, shall bear their proportionate share of the cost of maintaining said driveway in a reasonably good condition, and such cost of maintenance shall include reconstruction when reasonable necessary. Notwithstanding the above provisions, any party causing damage to said driveway through negligence on the part of the party themselves or others for them or on their behalf shall be wholly responsible for any such damage resulting from any such negligence. Maintenance shall include but not limited to snow removal, mowing and periodic resurfacing and grading.
5. The parties in interest to this agreement shall elect a manager to serve and be in charge of the roadway easement. Such manager shall be designated by a majority vote of the Lot owners benefiting from this easement for ingress and egress; each Lot is entitled to one vote. The manager shall have the right to

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contract for maintenance and demand payment by the parties to the extent of their pro rata shares.

6. In the event that all of the owners of tracts of land herein described, agree that the roadway easement should be hard surfaced, said easement shall be hard surfaced and the costs here of shall be shared equally by the owners of all of the tracts hereinabove described. Notwithstanding the foregoing, said roadway shall be built only with similar or superior construction as that portion of the roadway which is already in existence at the time of the execution of this Agreement.

7. All payments required hereunder shall be made within thirty days of presentation to each party. All notices and presentations shall be delivered by hand delivery or mailed U.S. First Class to the addresses of the parties as shown on the real estate tax records of Sarpy County, Nebraska. Failure to pay within said thirty (30) days shall constitute a default and any party requesting payment may bring a cause of action to collect on the same. Such default shall be treated as an unpaid account and interest shall accrue on such amount due at the rate of fourteen (14%) percent from the date of delivery. Delivery shall be in the case of mailing, three (3) days after the date of mailing.

2004-09039G

This Agreement shall be deemed to be a covenant running with the title to the land and shall be binding upon the parties hereto, and upon their heirs, successors and assigns.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed, this 16 day of March, 2004

Gerard P. Wemhoff "Declarant"

*Gerard P. Wemhoff*

Bradley J. Zach "Declarant"

*Bradley J. Zach*

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 16 day of March, 2004 by Gerard P. Wemhoff, a married person.

*Randi A. Zabawa*  
Notary Public



STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 16 day of March, 2004 by Bradley J. Zach, a married person.

*Randi A. Zabawa*  
Notary Public

