

After recording return to:

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BON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.
2004 JUN 24 PM 2:50
BOOK 313 PAGE 1346
OF 479 INST# 479
C. Clark

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
JOHNSON SUBDIVISION

THESE DECLARATIONS, made on the date shown on the close of this instrument, by the signatories hereto who are described as Declarant,

WITNESSETH:

WHEREAS, Declarant, whether one or more, is the owner of certain property in Village of Ceresco, Saunders County, Nebraska, more particularly described as follows:

Lots 1 through 5, Block 1 and Lots 1 through 5, Block 2, Johnson Subdivision, an Addition to the Village of Ceresco, Saunders County, Nebraska;

and

Lots 1, 2, 13, and 14, Block 10, Western Townlot Company First Addition to the Village of Ceresco, Saunders County, Nebraska,

herein called Property, and,

WHEREAS, the aforementioned Lots 1, 2, 13 and 14 of Block 10, Western Townlot First Addition to the Village of Ceresco, Nebraska, will be replatted in the future by Declarant, and,

WHEREAS, Declarant desires to make all of Property, as now platted and as may hereafter be platted, to be within the jurisdiction of these Declarations and subject to the covenants, conditions and restrictions hereinafter set forth, and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Property, for the maintenance of the residential character of Property and for the acquisition, construction and maintenance of the streets, easements, and common areas of Property for the use and enjoyment of the residents of Property,

NOW, THEREFORE, Declarant hereby declares that all of Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of enhancing and protecting the value, desirability, and attractiveness of owning Property, or any portion thereof, and for the enjoyment of the residents of Property. These restrictions, covenants, conditions, and easements shall run with all of the real estate in Property and shall be binding on all parties having any right, title or interest in Property, or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.
DEFINITIONS

Section 1.01 "Owner" shall mean and refer to:

- (a) The record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of Property, but excluding those having such interest merely as security for the performance of an obligation, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which seller retains title solely as security for the performance of the purchaser's obligation under the contract.

Section 1.02. "Property" shall mean and refer to the real estate as previously described herein.

Section 1.03. "Lot" shall mean and refer to any part or parcel of Property as surveyed and platted, and/or replatted.

Section 1.04. "Streets and Easements" shall be those areas designated in the Final Plat, or any Replat, as streets, roads, and easements.

Section 1.05. "Declarant" shall mean and refer to Dennis W. Johnson and Sylvia Johnson, husband and wife, their heirs, personal representatives, successors and assigns.

ARTICLE II. ARCHITECTURAL CONTROL

Section 2.01. Declarant shall have the exclusive right to establish grades and slopes for all Lots within Property and to fix the grade at which any buildings shall be constructed upon any Lot, in conformity with the general plan for the development of Property. Plans for any buildings or other improvements to be placed or constructed upon any Lot within Property shall be submitted to the Declarant and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Lot, including the proposed landscape plan. One set of plans shall be left on permanent file with the Declarant. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Declarant and shown of record. Written approval or disapproval of the plans shall be given by the Declarant within 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. Declarant shall have the exclusive right to disapprove the plans, if in Declarant's opinion, the plans do not conform to the general standard of development in Property.

Section 2.02. Declarant may access a fee for the review of plans, which shall be paid by the Owner submitting plans for approval. The Declarant shall adopt a fee schedule for the review of plans, which may be amended from time to time by Declarant as Declarant deems necessary or appropriate. No submission for approval of plans will be considered until the designated fee has been paid. Such fee shall be commensurate with the cost of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 2.03. The approval of plans for any landscaping, building or other improvement to be placed or constructed on any Lot within Property, or for any other matter requiring prior approval, should not be deemed a waiver of the right to withhold approval of any similar plans subsequently submitted for approval.

Section 2.04. No Owner or other person or persons shall have any right to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed plans. No responsibility, liability or obligation shall be assumed by or imposed upon the Declarant by virtue of the authority granted to it in this Article, or as a result of any act or failure to act with respect to any proposed plans. The Declarant shall not be liable to any Owner or to any other person for any damage suffered or claimed on account of any act or omission which occurs in connection with review, approval, or disapproval of plans, so long as the persons involved acted in good faith on the basis of information they then possessed.

Section 2.05. Declarant may, at Declarant's sole discretion, transfer all or any part of Declarant's rights pursuant to this Article to any other person.

ARTICLE III.
MINIMUM STANDARDS FOR APPROVAL OF PLANS

Section 3.01. All Lots in Property shall be used exclusively for single family residential purposes.

Section 3.02. A one (1) story single family residence shall contain at least 1,200 square feet of floor space on the first floor level exclusive of basement, garages, and other attached accessory floor area, i.e. deck/patio.

Section 3.03. A multi-story single family residence shall contain at least 1,000 square feet of floor area on the first floor exclusive of basement, garage, and other attached accessory floor area, i.e. deck/patio and at least 500 square feet of floor area on the second floor.

Section 3.04. The square footage of any other style of single family residence shall be subject to the approval of Declarant.

Section 3.05. Each single family residential structure shall have an attached garage containing not less than two nor more than three car stalls. Each car stall shall be a minimum of 10 feet by 21 feet. Garages containing more than three car stalls for single family residential dwellings shall be subject to the approval of Declarant. Any unattached garage must have a breezeway between the garage and the residential structure.

Section 3.06. No log cabin homes, dome homes, earthen homes, A-frame type homes, prefabricated homes, house trailers, single wide or double wide mobile homes, or manufactured homes as defined by Neb. Rev. Stat. §19-902(3), as the same may from time to time be amended, shall be permitted on any Lot in Property.

Section 3.07. All buildings in Property shall have, as a minimum, a 5/12 pitch roof and heritage type asphalt shingles upon the roof of each building.

Section 3.08. Wood decks or steps may be permitted on the front side of any residential structure constructed in Property.

Section 3.09. Solar panels may be permitted on a Lot in Property provided that said solar panels shall be flush with the roof or sidewall of a dwelling and shall not be located in any required yard area or upon any accessory structure.

Section 3.10. Exposed foundation walls shall not exceed 30 inches and shall be painted or sided to match the exterior color scheme of the residential structure located upon the Lot.

Section 3.11. All easements shall be as set forth on the subdivision plat of Property.

Section 3.12. All construction upon a Lot in Property shall be completed within 12 months after the commencement of said construction.

Section 3.13. All buildings within Property shall be constructed in conformity with the requirements of the applicable building codes of the Village of Ceresco, Nebraska.

ARTICLE IV.
GENERAL RESTRICTIONS AND OTHER PROVISIONS

Section 4.01. Every Owner shall have full rights of ownership and full use and enjoyment of Owner's Lot, subject to the following restrictions:

- (a) No wiring or antenna for electrical power, telephone, television, radio, or any other use, shall be permitted above ground on any Lot, except within a structure located upon said Lot. One small satellite dish shall be permitted provided that it is located and screened on the Lot so as to be unobtrusive as is reasonably possible.
- (b) No noxious, offensive, or illegal activity shall be carried on upon Property, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any Lot, nor shall anything ever be done which may be or become an annoyance or nuisance to the residents of Property.
- (c) No trailer, recreational vehicle, tent, shack, barn, or other outbuildings shall be constructed or placed upon a Lot to be used for human habitation, either temporarily or permanently, except a tent may be used for a limited time for recreational purposes.
- (d) No advertising signs, billboards, or other advertising devices shall be permitted on any Lot within Property larger than 24 inches by 36 inches, provided, however, Declarant may erect signs of any size advertising Lots for sale within Property.
- (e) All garbage and refuse containers, or other unsightly objects, shall be housed or shielded from public view by a building, enclosure, or decorative fence. Outside storage of materials, supplies, garden, lawn, or maintenance equipment of any kind whatsoever shall be prohibited, except when in actual use.
- (f) Any damaged or destroyed single family residence or other building on a Lot shall be promptly reconstructed or removed in a timely manner, but no later than within one year of the date of occurrence.
- (g) No buildings of any kind whatsoever shall be moved onto any Lot, except that temporary buildings may be used for storage of tools and materials during construction of homes and development of Property.
- (h) All improvements, including fences, and hedges, on all Lots in Property shall, at all times, be kept in good condition and repair, the state of repair to be determined by Declarant, their successors or assigns.
- (i) No incinerator or trash burner shall be permitted on any Lot.
- (j) No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over, or across any Lot in Property.
- (k) All rubbish, trash and garbage shall be promptly removed from any Lot and shall not be burned by any open fire, incinerator, or otherwise on any Lot.
- (l) Any exterior air-conditioning condensing unit shall be placed in the rear yard or in any side yard so as not to be visible from public view from the street.
- (m) 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 inches, unless such vegetation consists of native grasses which do not detract from the appearance of the surrounding area.
- (n) All residential dwelling units shall be equipped with address numerals which conspicuously identify the address of the dwelling unit.
- (o) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot within Property for any commercial purpose.
- (p) During construction on any Lot in Property, the Owner of such Lot shall be responsible for controlling soil erosion.

ARTICLE V.
STARK AGREEMENT

Section 5.01. Property is subject to an Agreement in favor of Larry Kevin Stark and Sandra Ann Stark, husband and wife, dated August 19, 2003, and recorded December 31, 2003, in Book 305, at Page 980 of the General Records of the Saunders County Register of Deeds, whereby Declarant agrees that as a condition precedent to selling any interest in any Lot within Property, that the purchaser thereof shall in writing agree to not directly or indirectly oppose or interfere with Stark's Application before the Village of Ceresco, Nebraska, for a proposed subdivision of Stark's real estate located adjacent to Property.

ARTICLE VI
RESERVED RIGHTS OF DECLARANT

Section 6.01. Nothing contained herein shall limit the Declarant's right to:

- (a) Complete excavation, grading and construction of improvements to and on any portion of Property owned by Declarant;
- (b) Alter excavation, grading and construction plans and designs;
- (c) Construct such additional improvements as Declarant deems advisable.

ARTICLE VII.
MISCELLANEOUS

Section 7.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by any provision of this Declaration. Failure of the Declarant or of 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.

Section 7.02. The Declarant, or any owner or any person entitled to enforce any of the terms hereof who obtains a judgment or decree in an action brought to enforce any of the provisions hereof, shall, to the extent permitted by law, be entitled to recover reasonable fees of attorneys and other professionals and all expenses incurred or anticipated to be incurred in enforcing these covenants or any other rules or regulations adopted by the Declarant with regard to the Property.

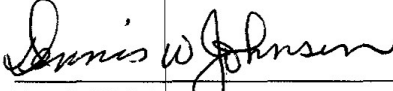
Section 7.03. Neither the Declarant nor any owner, or any other person shall be liable to any person for damages arising out of the enforcement or non-enforcement of these covenants. The failure to enforce any of the covenants shall not be deemed a waiver to the right to subsequently do so.


Section 7.04. Invalidation of any one or more of these covenants or restrictions, by judgment or Court order, shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

Section 7.05. These Declarations may be amended at any time during the initial twenty (20) year term hereafter by an instrument signed by the Owners of not less than eighty-five (85%) percent of the Lots then covered by these Declarations, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots then covered by these Declarations. Any such amendment shall be valid only upon its being recorded in the same manner as deeds shall be recorded at such time.

Section 7.06. These covenants and restrictions contained in this Declaration shall run with the land, and shall be binding for an initial term of twenty (20) years from the date these Declarations are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed these Declarations of Covenants, Conditions and Restrictions this 24th day of JUNE, 2004.


Dennis W. Johnson


Sylvia Johnson

STATE OF NEBRASKA)
) ss.
COUNTY OF SAUNDERS)

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 24th day of JUNE 2002, by Dennis W. Johnson and Sylvia Johnson, husband and wife.


Notary Public

