

FILED

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

96 APR -9 PM 2:19

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY, CLERK  
BLAIR, NEBR.

THIS DECLARATION is made on the date hereinafter set forth by RONALD D. KREIE and JANET H. KREIE, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the developer of a development called Kameo Estates and legally described as Lots 1-11, Kameo Estates and Lots 12-17, Kameo Estates Number Two, subdivisions as surveyed, platted and recorded in Washington County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Kameo Estates Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Kameo Drive" shall refer to the street depicted on the plats for Kameo Estates and Kameo Estates Number Two, subdivisions as surveyed, platted and recorded in Washington County, Nebraska.

Recorded  \_\_\_\_\_  
General  \_\_\_\_\_  
Numerical  \_\_\_\_\_  
Photostat  \_\_\_\_\_

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STATE OF NEBRASKA COUNTY OF WASHINGTON SS 1246  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 9th DAY OF April A.D. 1996  
AT 2:19 O'CLOCK P.M. AND RECORDED IN BOOK  
351 AT PAGE 503-514  
COUNTY CLERK (Charlotte L. Petersen)  
DEPUTY (Janet Madson)

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties.

Section 6. "Declarant" shall mean and refer to RONALD D. KREIE and JANET H. KREIE, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot for the purpose of development.

## ARTICLE II

### EASEMENTS AND LICENSES

Section 1. A perpetual license and easement is hereby reserved in favor of and granted to any utility company doing business in Washington County, Nebraska, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power, for water mains and pipes to carry and transmit water, for natural gas transmission pipe lines and instrumentalities for the carrying and transporting of natural gas for heat and power service and for all television, telephone and telegraph and message service under a five foot strip of land adjoining the rear and side boundary lines and a ten foot strip adjoining the Kameo Drive boundary line of said Lots, and license being granted for the use and benefit of all present and future Owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct wires, pipe lines, water mains or conduits along any of the said lot lines within 60 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementway, 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.

All telephone and electric power service lines from property line to dwelling shall be underground. Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat.

Section 2. A perpetual license and easement is hereby reserved in favor of and granted to the public for the purpose of providing a permanent right-of-way for vehicular and pedestrian ingress and easement over Kameo Drive. Until such time as Washington County, Nebraska undertakes to repair and maintain Kameo Drive, it shall be

the responsibility of the Association to improve, maintain and repair Kameo Drive as provided herein.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. A member shall be entitled to one vote for each Lot owned.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made which may be foreclosed as a construction lien. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of unpaid assessments. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall be binding on the successors in title.

No Owner may make deductions or offsets against the said assessments for any claim against the Association; such claims must be assessed against the Association by independent, affirmative actions.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance, including snow removal, of Kameo Drive, premiums for insurance expenses, for management of the Association, including legal and accounting fees, and any expense necessary or incidental to the foregoing. The Association may contract for the performance by a third party of the foregoing.

Section 3. Annual Assessment. The initial annual assessment for each Lot shall be One Hundred Fifty Dollars (\$150.00) per Lot, commencing on May 1, 1996.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased each year by not more than five percent (5%) above the assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rds) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of reconstruction or replacement of Kameo Drive, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of members of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be delivered either personally or by mail to all members not less than 10 days and not more than 50 days in advance of the meeting. At any meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of all the votes shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the first meeting of the members of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least fourteen (14) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner

subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen (16%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in proceedings in the nature of a construction lien foreclosure. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Kameo Drive or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages/Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

#### INSURANCE

Section 1. Casualty Insurance. The Association may obtain insurance against such hazards and casualties as the Association may deem desirable. Premiums for all insurance carried by the Association shall be paid from the annual assessments.

#### ARTICLE VI

#### COMMON SCHEME RESTRICTIONS AND ARCHITECTURAL CONTROL

##### Section 1. Common Scheme Restrictions.

- (a) No Lot shall be used for other than rural residential purposes. No residence shall be erected, altered, placed or permitted to remain on any Lot except one (1) single-family dwelling and accessory outbuildings. All structures shall meet the requirements of the Washington County Building

Code, whether or not a building permit is required. No business, commercial, or industrial activity of any kind shall be conducted on any Lot.

- (b) No noxious or offensive trade or activity shall be carried on upon any Lot and nothing shall be done thereon which may be or become an annoyance or nuisance to the neighborhood, or which may endanger the health or unreasonably disturb the quiet enjoyment of the Owners or occupants of the adjoining Lots.
- (c) The Owner of each property shall be responsible for the upkeep and maintenance of said property prior to and after building completion. Should the Owner of the property not keep the area clear of debris and mowed prior to the construction of the residence, the original Declarant, and its successors and assigns, may at its option, mow and maintain the property at the rate of \$35.00 per hour with the total charge not to exceed \$600.00 per year. The Owner shall take whatever steps are necessary to control noxious weeds on his property, and shall maintain necessary ground cover in order to prevent erosion.
- (d) No buildings or electrical box shall be located on any Lot nearer than 75 feet of the front and back boundaries or 50 feet on the side boundaries. All residential dwellings shall be located so the front of the residential dwelling faces Kameo Drive, and so that the front of the residential dwelling is within twenty degrees (20°) of parallel to Kameo Drive. All accessory buildings must be in harmony with the structure and design of the residence. No barn or accessory building may be constructed or placed in the front yard of any Lot, or if the residence is further back than the front yard set-back, no accessory building may be placed between the front yard set-back and the residence. No barn or accessory building shall be erected on any Lot before construction of a residence thereon. No partially completed residence, nor any trailer, basement, tent, shack, barn, garage, or any other outbuilding erected in or on any Lot shall at anytime be used as a residence, either temporarily or permanently. No building of any kind whatsoever shall be moved onto any building lot, except that during construction of house, a temporary building may be used for storage of tools and materials.

- (e) The minimum dwelling size (the property) shall be as follows:
1. For a ranch style (one level) or split entry home, the ground floor (or main level) shall contain not less than 1,800 square feet of finished living area.
  2. For a split-level, tri-level, or multi-level home, the top three (3) levels shall contain a total of not less than 2,000 square feet of finished living area.
  3. For a one and one half (1-1/2) story home, the two (2) levels must contain a total of not less than 2,000 square feet of finished living area.
  4. For a two (2) story home, the ground floor (first floor) shall contain not less than 1,200 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 2,400 square feet.
  5. No permanent clothes lines, large satellite dishes, CB exterior antennas and above ground swimming pool will be permitted.
  6. All homes must have wood shakes, tile or slate roofs or an asphalt shingle that looks like wood, except for flat roofs.
  7. Home exteriors may be painted or colored only in earth tone colors.
  8. Outdoors garbage and trash containers must be covered or camouflaged. No outside above ground or uncovered trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any of the said real estate.
  9. Fences on property lines, around barn area or other buildings shall be 3 rail, PVC or wood. Wood fence must be painted white. Any fencing behind residence may be wood, PVC or chainlink; provided, however, any chainlink fence can only be used around the backyard and it shall not be used around any accessory building. The maximum height to be five (5) feet.

The computation of living area shall be exclusive of porches, basements, breezeways, and garages. The maximum height for any building shall be two (2) stories, and all residences shall be built with a garage for not less than two (2) cars. All exposed foundations of the residence that are visible from Kameo Drive must be faced with brick or stone or decorative block.

- (f) Recreation-type vehicles, trailers, campers, boats, trucks, must be parked or stored in such a manner so that they are not offensive. Tractors, equipment or machinery shall be kept in outbuildings or in an area property landscaped so the equipment is not visible to residents of the adjoining property.
- (g) No residential building lot shall be resubdivided into building plots of less than the original plat plans and approved by Washington County Zoning.
- (h) All residents and other main structures must be completed within twelve (12) months after the beginning of construction.
- (i) Trailer, earth, dome and modular homes are not permitted.
- (j) All homes must have septic tanks. All septic tanks and wells must be located, constructed and operated in compliance with all health regulations which are applicable. Plans for said septic tanks and water wells shall be approved by the City-County Health Department prior to construction. No lagoons are allowed.
- (k) No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed, or suffered to remain upon said Lots, except that this restriction shall not prevent the placing of reasonable signs advertising the Lots or residences for sale.
- (l) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for commercial purposes. Dogs, cats, and household pets may be kept for personal or family purposes, not to exceed four (4) dogs or cats except that in the event of the birth of a litter the Owner shall have three (3) months to remove the same. Riding horses, not to exceed two (2), may be kept for personal or family purposes if suitable stables are provided. All Owners shall be responsible for



keeping their pets on their Property. If any Owner permits his or her pet to stray from their Lot and become a nuisance, the Association may require the Owner to install a fence on their Lot. All stables and accessory buildings of any character used in connection with such animals shall be located and maintained at all times in a neat, clean and orderly manner by the Owner of said property so that they will not be offensive to the occupants of adjoining Lots. No Owner or occupant of the property shall maintain any split hoof animal on the said property.

- (m) The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage.
- (n) No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over, or across any land in the subdivision.
- (o) All private roads established shall be maintained by the Lot Owners with all expenses being paid equally by the Owners of the Lots such private road services. Drainage culverts shall be installed by all Lot Owners other than Declarant, at such Lot Owner's expense, on all Lots between the Lot and Kameo Road. Such culverts shall be installed upon the commencement of any activity on the Lot which requires motor vehicles to enter and exit upon the Lot.
- (p) Private roads leading to Owner's residence or buildings from Kameo Drive shall be gravel, rock or hard surfaced upon commencement of construction of the residence. Such private roads shall be 20 feet from Owner's property line, bordering other property lines.

Section 2. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same and a plot plan shall be submitted to and approved in writing as to conformity with Section 1 of this Article VI and the harmony of external design and location in relation to the surrounding structures and topography by the Declarant. In the event Declarant or its designee fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Declarant reserves

the right to assign to the Association its right to approve or disapprove such plans; provided, however, at such time as Declarant no longer owns any Lots subject to these covenants, then such plans shall be submitted to the Association.

## ARTICLE VIII

## GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 the provisions of this Declaration. Failure by the Association 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. These Covenants, Conditions and Restrictions of this Declaration shall run with, bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date these Covenants, Conditions and Restrictions are recorded, after which time said Covenants, Conditions and Restrictions shall automatically renew for successive periods ten (10) years each, unless an instrument terminating this Declaration signed by the then Owners of a majority of the Lots has been recorded prior to the commencement of such ten (10) year period agreeing to change said Covenants, Conditions, and Restrictions in whole or in part.

These Covenants, Conditions and Restrictions may only be amended during the first thirty (30) years from date of filing by an instrument signed by not less than seventy percent (70%) of the Lot Owners.

Section 4. Annexation. Additional residential property may be annexed to the Properties with the consent of two-thirds (2/3rds) of the members.

Section 5. Indemnification of Officers and Directors. The Association shall indemnify any director, officer, employee or agent of the Association who is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil,

criminal, administrative or investigative by reason of the fact that such person is or was a director, officer, employee or agent of the Association, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action or proceeding if such person acted in good faith and in a manner he reasonably believed to be or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The Association shall also indemnify any director, officer, employee or agent of the Association who is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Association against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The Association may obtain officers' and directors' liability insurance to fund this obligation, and the premium shall be paid from the annual assessments.

Section 6. The Declaration of Covenants and Restrictions for Kameo Estates recorded in the office of the Register of Deeds of Washington County, Nebraska at Book 250, Pages 9-15, and the Declaration of Covenants and Restrictions for Kameo Estates Number Two recorded in the same office at Book 250, Pages 356-365 are hereby completely replaced by this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9<sup>th</sup> day of April, 1996.

Ronald D. Kreie  
RONALD D. KREIE

Janet H. Kreie  
JANET H. KREIE

STATE OF NEBRASKA )  
COUNTY OF Washington ) ss.

Before me personally appeared RONALD D. KREIE and JANET H. KREIE, husband and wife, to me known to be the persons named herein and who executed the foregoing Declaration of Covenants, Conditions and Restrictions and they acknowledged to me that they voluntarily executed the same on this 4<sup>th</sup> day of April, 1996.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public