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 IN BOOK 48 OF Map PAGE 262
 REGISTER OF DEEDS, CASS CO., NE Patricia Meisinger
Doc # 594 * 3450

FIRST DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS OF
 LINDEAN ESTATES

COMPARE

THIS FIRST DECLARATION made on the date hereinafter set forth by Dean Jeanneret and Linda Jeanneret, husband and wife, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain real property, to wit:

Lots 1 through 19, inclusive, Lindean Estates Subdivision, Cass County, Nebraska.

WHEREAS, Declarant will convey said property, subject to certain protective covenants, conditions, restrictions, reservations and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the desirability and attractiveness of the real property. These covenants, restrictions and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest to the described property or any part thereof, and shall inure to the benefit of each owner thereof.

AND, FURTHER, all present or future owners of any of said lots, or their grantees, heirs or assigns, shall be members of the Lindean Estates Homeowners Association, part of the purpose of which will be to enforce these restrictions, covenants and conditions.

WHEREFORE, the restrictions, covenants and conditions are as follows:

1. There shall be no use made of the real property described herein which will in any manner violate the statutes, rules and regulations of any governmental authority having jurisdiction over the real property described herein.

2. All dwellings built upon the lots described herein shall be single-family dwelling units and appurtenant structures which are incidental to residential use.

3. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation is dug for said dwelling.

4. All dwellings built upon the lots described herein shall have a minimum finished living area exclusive of open porches, breezeways and garages of 1500 square feet for a one-story structure and 900 square feet on the main floor for a 1 1/2 story or taller structure. Each dwelling must have garage space for at least two cars. If a substantial part of the above-grade foundation wall on the front elevation of any dwelling is exposed, the Homeowner's Association can require that such exposed front foundation wall be faced with brick, stone or brick veneer or some combination thereof. All other exposed foundation walls of concrete blocks or concrete must be painted.

5. No buildings shall be located on any plot nearer than 50 feet to the front line of the building plot, nor shall any building be located nearer than 25 feet to any side line of any building plot.

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6. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. That any inoperable motor vehicle must be garaged overnight anywhere within the boundaries of this addition.

7. No trailer, modular home, tent or shack, shall be erected on said real estate nor shall there be any structure used as a temporary residence.

8. No platted lots may be subdivided in order to provide buildable area which is smaller than the largest of the originally platted lots before being divided.

9. All fuel oil tanks on any lot shall be buried. No garbage, ash or refuse receptacles or propane tanks shall be placed or left on any lot so as to be exposed to public view or become a nuisance.

10. The exterior design of all structures and the grading plans must be approved in writing by Lindean Estates Homeowners Association.

11. No animals or poultry of any kind other than horses and ordinary domestic pets shall be kept or maintained on any lot in Lindean Estates and each species of the above shall be limited to three (3), except any lot containing more than five acres shall be limited to six (6) horses.

12. Fences must be of a decorative or functional nature. They must be constructed and maintained to enhance the property. No fences may be erected so as to block the view of public roads at any intersection, including private driveways. No barbed wire is

allowed within the Lindean Estates Subdivision. Electric and field fencing must be masked with a decorative fencing.

13. Any barn or other outbuilding built for the purpose of housing horses, as allowed herein, or of housing vehicles or machinery used in the maintenance of the Lindean Estates lot must be approved as to size, structure, set-back and exterior covering by the Homeowner's Association.

14. Invalidation of any one of these covenants or any part thereof by judgment, Court order or otherwise shall in no way affect any other of the provisions hereof which shall remain in full force and effect.

15. Each lot shall have one regular membership in a property Ownership's Association and each regular membership shall be assessed dues incident to the membership within the policies and conditions as set forth in the Bylaws of the Association. Further, that the Board of Directors shall have the power from time to time as necessity dictates and the Board of Directors deems appropriate and necessary, to levy special assessments for the maintenance or improvement of the common areas within the development and that said assessment shall be levied on each lot benefitting from said improvement or maintenance either in whole or in part.

16. The restrictions and conditions contained herein may be amended, added to or revoked in whole or in part by the Association in the following manner: A proposed change, amendment or revocation to these covenants, conditions and restrictions must be first approved by the Cass County Zoning Administrator. After said approval is obtained, a notice setting forth the intended

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amendment or revocation shall be published once each week for three consecutive weeks in a newspaper of general circulation in Cass County, Nebraska. If the Association does not receive an objection to the proposed amendment or revocation in writing signed by more than fifty percent (50%) of the lot owners of record within thirty (30) days after the date of first publication the Association shall adopt such amendment or revocation and record the same in the Cass County Office of the Register of Deeds, whereupon the same shall become effective.

If the Association does receive an objection signed by more than fifty percent (50%) of the lot owners, the proposal will be deemed not approved. For purposes of this paragraph, each lot will be entitled to one (1) vote and if any owner of a lot objects, that lot will be deemed as being against the proposal.

Dated this 30th day of December, 1995.

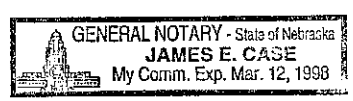
Dean Jeanneret
Dean Jeanneret

Linda Jeanneret
Linda Jeanneret

STATE OF NEBRASKA)
) ss.
COUNTY OF CASS)

On this 30th day of December, 1995, before me a Notary Public, personally came Dean Jeanneret and Linda Jeanneret, husband and wife and acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



James E. Case