

11-13

#4821

COMPLETED

FILED
CASS COUNTY, NE.

2004 JUN 18 AM 10:01

61 - Misc 383
PATRICIA MELINGER
REGISTER OF DEEDS

Doc#4821 \$22.00

AREA ABOVE TO BE USED FOR RECORDING INFORMATION BY THE
CASS COUNTY REGISTER OF DEEDS OFFICE
PURSUANT TO REVISED STATUTE OF NEBRASKA SECTION 1. 23-1503.01
LB 288, 1995

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR "PINE VIEW ACRES"

This declaration, made this 19th day of March 2004, by Sheryl Oviatt, referred to as owner, witnesseth.

WHEREAS, the "Owner" is the developer of real estate located in the E 1/2 of the NE 1/4 of section 24-T11N-R13E of the 6th P.M. Cass County, Nebraska that has been subdivided into Pine View Acres Lots 1,2,3,4 and WHEREAS, the owner is in the process of developing and platting said real estate to a residential community. The "Lot Owner" is the title holder of a said lot and a Member of the association.

WHEREAS, the Owner makes the following Declarations as to limitations, restrictions, and uses to which the lots or tracts constituting such subdivision may be put, and specifies that such Declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this Declaration of Restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified hereafter.

1. COMPLETION OF CONSTRUCTION: Any building constructed upon any lot within the Properties shall be completed within 12 months after the commencement of construction unless an extension is granted by the Owner.

2. WIRING: No wiring for electrical power, telephone, television, radio, or any other use shall be permitted above ground, except within a building. No commercial radio or television tower shall be permitted upon any lot within the Properties. Radio and/or television antennas or satellite dishes for personal use may be located upon the Properties.

3. APPROVAL OF PLANS: Owner shall have the exclusive right to disapprove the plans, if in Owners opinion, the plans do not conform to the general standard of development in the Properties. No permit shall be approved without the written consent from the Owner.

The following shall be minimum standards for approval of all plans:

a. The enclosed finished area of each dwelling constructed upon lots shall not be less than 1,600 square feet on the main floor for a ranch style home, 2,000 square feet for both floors combined for a 1 1/2 story home, and 2,200 square feet for both floors combined for a 2 story home. This minimum square footage may not be waived at any time for any reason unless granted such waiver by the Owner. Basements, including daylight and walkout basements, are excluded from the computation for purposes of meeting this minimum square footage requirement. Mobile homes are not allowed.

b. Exterior Finish: All exterior finish materials and colors shall be approved by the Owner.

c. All outbuildings shall have eaves and a pitched roof, and shall conform to the design and color of the residence.

d. All residential structures shall have a garage capable of holding a minimum of two full-sized vehicles.

e. Minimum set backs for dwelling units shall be: front yard - 83 feet; side yards - 50 feet; and rear yard - 50 feet

f. Fences must be approved by the Owner prior to installation. - Absolutely no chain link fences.

4. STORAGE: No automobile shall be stored or permanently parked outside of the garage. For purposes of the provision, "stored or maintained outside of the garage" shall mean parking the vehicle on the driveway. All repair or maintenance work on automobiles must be done in the garage. The dedicated street right-of-way located between the road surface and the Lot line of any residential lot shall not be used for the parking of any vehicle, boat, camper, or trailer. No automobiles and other self-propelled vehicles may be parked on a lot or driveway permanently. Permanent parking of a vehicle shall mean any vehicle that is owned by or the responsibility of a subdivision resident or a guest of said resident if the guest resides with the resident for more than thirty days. Rvs which are parked on any lot shall be located either behind or adjacent to dwelling units and shall not protrude beyond the front wall thereof. No gasoline storage tanks shall be allowed.

5. LOT CARE: All Lots shall be kept free of debris, merchandise, and building material; however, building materials may be placed on Lots when construction is started to the main residential structure intended for such Lot. No vegetation on vacant Lots, where dwellings have not yet been constructed shall be allowed to reach more than a maximum height of twelve (12) inches. No material other than earth, sand, rock, or gravel shall be used as fill on any Lot. Lot Owner must plant and maintain native or turf grass.

6. TEMPORARY STRUCTURES: No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on a lot within the properties shall be used as either a temporary or permanent residence.

7. NUISANCE: No noxious weeds are allowed or permitted upon any lot within the properties as set forth by the Cass County Weed Control standards, nor anything which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots. This includes mowing and removing trash from any lot prior to construction.

8. SIGNS: No advertising signs, billboards, or other advertising device shall be permitted on any lot within the properties. However, Owner may erect signs advertising lots for sale within the properties, and a sign advertising a single lot for sale may be erected upon any lot.

9. ANIMALS: No animals of any kind shall be raised, bred, or kept on any lot within the properties for any commercial purpose unless granted a waiver by the Owner. The only animals permitted shall be 2 cats, 3 adult dogs, and house pets kept for personal or family purposes. No farm animals, including but not limited to cattle, swine, sheep, horses, goats or poultry shall be permitted on any lots within the Properties.

10. REFUSE COLLECTION: Owner may designate and enforce locations through and over which all construction vehicles shall enter and exit the Properties during development. Owner shall also have the exclusive right to designate a single provider of all refuse and roll off service within the Properties. The purpose of designating a single provider is to limit and control the number of service trucks operating in the Properties. The Owner may establish rules, regulations, and fines to enforce this provision against any member failing or refusing to use the designated provider.

11. MAINTENANCE OF ROADS: Maintenance for all interior public streets within the limits of the Property shall be the responsibility of the Home Owners Association. Maintenance shall include culvert cleaning, repair and/or replacement; snow removal, grading, replacement of rock, gravel or other surfacing, as agreed upon by the Association and Cass County

12. RURAL WATER ACCESS: All Lots shall be provided access to a water main located in the public right-of-way with water being provided by Cass County Rural Water District #1. Individual private domestic well shall not be permitted.

13. MEMBERSHIP IN ASSOCIATION - VOTING RIGHTS: Every lot Owner shall be a Member of the Association; Membership shall be appurtenant to and may not be separated from Ownership of a Lot. A Tenant may not be a member.

The Association shall have one class of voting Members which shall be all Lot Owners, and each Member shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Members.

14. LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS: Owner covenants for each Lot within the subdivision, and each Lot Owner is deemed to covenant by acceptance of such Lot Owner's deed for such Lot, whether or not it shall be so expressed in the deed, to pay the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as provided below in this instrument. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall also be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment became due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed, however such assessment shall continue as a lien until fully paid.

15. PURPOSE OF ANNUAL ASSESSMENTS: The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of Joint Use Areas. Annual assessments shall be voted upon as provided by the Bylaws. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from the annual assessments the following:

- A. Maintenance and repair of roads and other improvements not being maintained by a public entity.
- B. Any other material, supplies furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments that the Association is required to pay pursuant to the terms of this Declaration or by law.

16. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement. Any such assessment must be approved in the manner provided for in the Bylaws.

17. NOTICE FOR ACTION AUTHORIZED: Written notice of any meeting called for the purpose of taking any action authorized by Article Three shall be sent to all Members in the manner provided in the Bylaws.

18. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all Lots.

19. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION: Any assessment not paid within 60

#4821

days after the due date, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Lot Owners personally obligated to pay such assessment, or may foreclose the lien against the property. No Lot Owners may waive or otherwise escape liability for the assessments provided for in the Declaration by nonuse or limited use or abandonment of his or her or their Lot.

Unless a special assessment is made, an annual assessment may be levied only one time during each calendar year.

20. ENFORCEMENT: The Association, or any Lot Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association, or by any Lot Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date.

21. SEVERABILITY: Invalidation of any one of the Covenants of Restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

22. AMENDMENTS: Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than two-thirds of the Members.

23. SUBORDINATION: No breach of any of the conditions contained in this Declaration or reentry by reason of such breach shall defeat or render invalid the lien of any deed of trust mortgage or other encumbrance shall be subordinate to all the provisions of this Declaration and in the event of foreclosure the provisions of this Declaration shall be binding upon any Lot Owner whose title is derived from the foreclosure whether by nonjudicial or judicial foreclosure or otherwise.

24. DURATION: The Covenants and Restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Member thereof for a period of 30 years from the date of this Declaration, thereafter shall continue automatically in effect for additional periods of one year, unless otherwise agreed in writing by two-thirds of the Members.

25. GOVERNING LAW: This Declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

26. ATTORNEY FEES: If the Association hires an attorney to enforce any of the foregoing covenants or any other rules or regulations of the Association by reason of a breach by a Lot Owner then all costs incurred in the enforcement, including attorney fees shall be paid by the Lot Owner and the Association shall have a lien on the Lot for said amount.

EXECUTED this 18 day of June, 2004 in the state of Nebraska
The foregoing declarations of Covenants, Conditions, Restrictions, and Easements was acknowledged before me,

This 18th day of June, 2004. By Sheryl Ormatt

Notary Public Teresa Redding

My commission expires: 4-30-2007

