

250 -  
356

FILED

KAMEO ESTATES II

96 MAR -7 AM 9:30

DECLARATION OF COVENANTS AND RESTRICTIONS

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
WASH. NEBB.

This Declaration made this 6<sup>th</sup> day of MARCH 1996, by Ronald D. Kreie and Janet H. Kreie, hereinafter referred to as "Declarants" and shall apply to the real property legally described on Exhibit "A" attached hereto and by reference incorporated herein, which real property is located in Washington County, Nebraska.

WITNESSETH

WHEREAS, Declarants are the owners of the real property described in Exhibit "A" attached hereto and desires to create a residential development thereon to be known as Kameo Estates II.

WHEREAS, Declarants desire to subject said real property (Exhibit "A") to these Covenants, Conditions and Restrictions in order to enhance and preserve the development, and

WHEREAS, Declarants has incorporated the Kameo Estates II Homeowner's Association, Inc., hereinafter referred to as the "Homeowners Association", under the laws of the State of Nebraska as a non-profit corporation, the purpose of which is to exercise the function set forth herein,

NOW, THEREFORE, Declarants declare that the real property described in Exhibit "A" attached hereto is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions set forth herein.

ARTICLE I  
PROPERTY SUBJECT TO DECLARATION

The real estate situated in Washington County, Nebraska as described in Exhibit "A", attached hereto, and made a part thereof, shall be held, transferred, sold, conveyed and occupied subject to the terms of these covenants, conditions and restrictions. Declarants have 6 lots as shown on Exhibit "A" with property legally described as lying in the East Half of the Northeast Quarter of Section 34, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska. Containing 2+ acres more or less. All conveyances must be conveyed by the appropriate metes and bounds legal description. For the purpose of this Declarations of Covenants, Conditions and Restrictions, the term "property" or "properties" means the real Property described on Exhibit "A" attached hereto.

Recorded \_\_\_\_\_  
General \_\_\_\_\_  
Numerical 1  
Photostat \_\_\_\_\_

356

1

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 839  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 7th DAY OF MARCH A.D. 1996  
AT 9:30 O'CLOCK A. M. AND RECORDED IN BOOK  
250 AT PAGE 356-365  
COUNTY CLERK Charlotte L. Petersen  
DEPUTY Marion Madson

ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. Declarants and every person or entity who is a record owner of a fee or undivided fee interest in any of the property described on Exhibit "A" attached hereto, including a contract vendee, shall be a member of the association. The foregoing is not intended to apply to persons or entities who hold an interest merely as security. Members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership as described above. When more than one person owns a lot they shall only be entitled to cast one vote with respect to such lot. Membership shall be appurtenant to and may not be separated from ownership of any property subject hereto.

B. Declarant has recorded with the Register of Deeds of Washington County, Nebraska, an Easement Maintenance Agreement in Book \_\_\_\_\_, Page \_\_\_\_\_, of the Miscellaneous Records of said County for the purpose of providing a permanent right-of-way easement for vehicular and pedestrian ingress and egress over the easement area for the benefit of all. It shall be the duty of the Homeowner's Association to repair, maintain and reconstruct such roadway, including providing snow removal, mowing and to provide for a method of assessing the owners for the costs of these activities.

ARTICLE III  
COVENANTS FOR MAINTENANCE ASSESSMENTS

A. Declarants hereby covenant, and each owner of any of the property described within Exhibit "A", upon acceptance of a Deed or other conveyments, shall be deemed to covenant and agree to pay the Association any assessments, special assessments or annual assessments or charges, and the costs for collection thereof, as hereinafter provided, and said amount shall be a charge on the land and shall be a continuing lien upon the lot against which the assessment is made. Each such assessment, together with costs for collection and reasonable attorney fees, shall also be a personal obligation of the person who is the owner of the property within the boundaries of Exhibit "A" at the time when the assessment fell due.

B. The assessments levied by the Association shall be used for the purpose of repairing, maintaining and/or reconstructing the roadway on the easement recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Miscellaneous Records of the Register of Deeds, Washington County, Nebraska, including mowing and snow removal for such roadway and providing insurance coverage, if needed.

C. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall,

together with costs of collection thereof, become a continuing lien on the property of such owner and such owner shall be personally obligated for such amount if such delinquent assessment is not paid within thirty (30) days after the due date and shall bear interest at the rate of sixteen percent (16%) per annum from the due date until paid, and the Association shall have the right to file a lien against the premises and file an action at law against the Association shall be entitled to its costs of collection, including attorney fees. No owner may escape liability for the assessments by non-use of the easement area.

D. The lien of the assessments provided for herein shall be subordinate to the lien of any bonafide first mortgage now or hereafter placed upon any lot subject to assessment.

#### ARTICLE IV RESTRICTIVE COVENANTS

The following restrictions are imposed upon all of the property, and any part thereof, described in Exhibit "A" attached hereto for the benefit of each property, lot or parcel of property now divided, in the future within the area described on Exhibit "A" attached hereto and may be enforced by any owner of property within the area described in Exhibit "A" or by the Homeowners Association.

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. Plans for all residences and a drawing showing the placement of all improvements, style, type, color of residence and any building, plus landscaping plans, shall be submitted to the Declarants for their approval, prior to the commencement of any construction. Plans will not be returned to the owner. Provided that Declarant and its designee specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not be in harmony with the external design and location in relation to the surrounding structures and topography on these covenants. Within fifteen (15) days of receipt of said plan, the Declarants shall notify the owner in writing of their approval or disapproval of the plans. If the Declarants, shall fail to send said written notice within said fifteen (15) day period, then such plans shall be deemed approved. Declarants reserve the right to assign to the Homeowners Association its right to approve or

disapprove such plans; provided, however, at such time as Declarant no longer owns any lots in Kameo Estates II, then such plans shall be submitted to the Homeowners Association.

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 completion, the original Declarants, and their 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 Road. 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 sized in Kameo Estates II (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 must be 3 rail, PVC or wood. Wood fence must be painted white. Any fencing behind residence may be wood, PVC or chainlink. 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 foundations of the residence, if exposed, 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, unless required by Washington County, Nebraska Health Department. In such event, the same shall be screened with evergreen shrubbery and located at least two hundred (200) feet from any property line.

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 two (2) 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 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 in Kameo Estates II shall be maintained by the lot owners with all expenses

being paid equally by the owners of the lots such private road services.

P. Private roads leading to owners residence or buildings from Kameo Drive must be 20 feet from owners' property line, bordering other property lines.

Q. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

ARTICLE V  
GENERAL PROVISIONS

A. These Covenants, Conditions and Restrictions of this Declaration shall run with, bind the land, and shall inure to the benefit of and be enforceably by the Homeowner's 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.

B. These Covenants may be amended unilaterally by the Declarants if they, in their sole discretion, deem it necessary or advisable to do so, until such time that Declarants no longer own any lot subject to these covenants, conditions and restrictions. Thereafter and except otherwise set forth herein, 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.

C. The Homeowner's Association shall maintain such insurance coverage as is deemed advisable by the Board of Directors. Premiums shall be paid from the annual assessments.

D. Enforcements of these Covenants, Conditions and Restrictions shall be by proceeding at law or in equity by owner or the Homeowner's Associations against any person or persons violating or attempting to violate any covenant, conditions and restriction set forth herein, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these Covenants, Conditions and Restrictions. Failure to enforce any Covenant, Condition and Restriction herein shall not be





A SUBDIVISION OF PART OF TAX LOT 15, LYING  
IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 34,  
TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE  
6th P.M., WASHINGTON COUNTY, NEBRASKA.

LEGAL DESCRIPTION:

(Exhibit "A")

A Subdivision of part of Tax Lot 15, lying in the E $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 34, Township 17 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska and more particularly described as follows: From the NW Corner of the E $\frac{1}{2}$  NE $\frac{1}{4}$  of said Section 34, T 17 N, R 12 E; thence S 00°16'43" E (Assumed Bearing) along the West line of said E $\frac{1}{2}$  NE $\frac{1}{4}$  a distance of 889.26 feet to the SW-Corner of Tax Lot 14 in said Section 34, said point also being the Point of Beginning; thence S 89°03'34" E along the South line of said Tax Lot 14 a distance of 272.12 feet; thence S 11°01'43" E a distance of 885.37 feet to a point on the Northerly projection of the West line of Lots 9 and 10 in Kameo Estates Replat; thence S 00°19'55" E along said West line of Lots 9 and 10 and their Northerly projection a distance of 897.29 feet to a point on the South line of the NE $\frac{1}{4}$  of said Section 34; thence S 89°49'48" W along said South line a distance of 438.04 feet to the SW Corner of said E $\frac{1}{2}$  NE $\frac{1}{4}$ ; thence N 00°16'43" W along the West line of said E $\frac{1}{2}$  NE $\frac{1}{4}$  a distance of 1772.09 feet to the Point of Beginning and containing 16.11 Acres more or less.

365

C1  
 DELTA = 89°53'36"  
 RADIUS = 217.00'  
 ARC LENGTH = 340.48'  
 CHORD LENGTH = 308.80'  
 CHORD BEARING = N 45°13'30" W  
 TANGENT = 216.80'

I described  
 and then  
 laws of

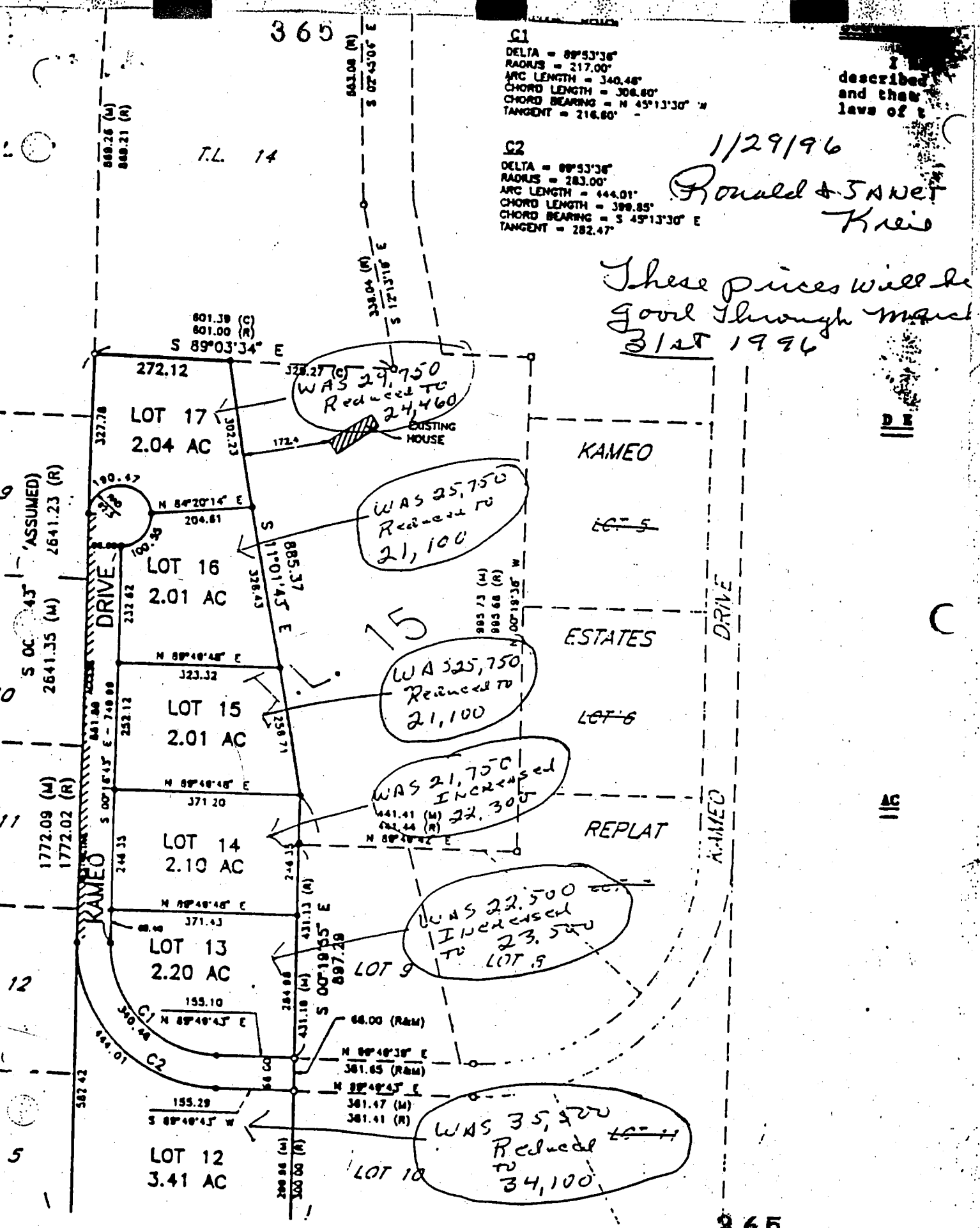
1/29/96

Ronald & Janet  
 Kreis

These prices will be  
 good through March  
 31st 1996

T.L. 14

C2  
 DELTA = 89°53'36"  
 RADIUS = 283.00'  
 ARC LENGTH = 444.01'  
 CHORD LENGTH = 388.85'  
 CHORD BEARING = S 45°13'30" E  
 TANGENT = 282.47'



365

NOT