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CASS COUNTY, NE.

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COMPARED

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EST. A. REISINGER
REGISTER OF DEEDS
Dec # 5171 *39⁰⁰

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
RUST SUBDIVISION, BLOCK 12, VILLAGE OF ELMWOOD, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth by R&I Construction, Inc.,
A Nebraska corporation, hereinafter referred to as the "Declarant":

WHEREAS, THE Declarant is the owner of the following described real property:

Block 12, Village of Elmwood, Cass County, Nebraska, except the N 175' of the
W 150' thereof; and except the S 175' of the W 140' thereof;
also described as:
Lots 1 through 8, inclusive, Rust Subdivision, in Block 12, Village of Elmwood,
Cass County, Nebraska. (The "Development")

AND WHEREAS, the Declarant will convey said Lots, subject to certain protective
covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

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

ARTICLE 1: DEFINITIONS

A. "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 such interest merely as security for the performance of an
obligation.

B. "Properties" shall mean and refer to all Lots in the Development, a subdivision as
surveyed, platted and recorded in Cass County, Nebraska.

C. "Lot" shall mean and refer to Lots numbered 1 to 8 inclusive, of the Development, a
subdivision as surveyed, platted and recorded in Cass County, Nebraska.

D. "Declarant" shall mean and refer to R&I Construction, Inc., a Nebraska corporation, and its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns. The initial committee is Jim Rust.

ARTICLE 2: ARCHITECTURAL CONTROL

A. No dwelling, fence, (other than fences constructed by Declarant), wall pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, tree house, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks, setbacks, and easements of record, inclusive of surveyor's certification.

2. Complete construction plans and specifications, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, which meet all applicable codes and ordinances.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all

of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

ARTICLE 3: RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots shall be subject to the following restrictions:

1. The Lots shall be used only for residential purposes. Lots 1 and 8 may contain townhouse, condominium or patio home development, and such adjacent lots shall be permitted to have zero lot line setbacks in order to allow two or more residential dwellings to be incorporated in one structure, such structure spanning two lots.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

2.1 Dwelling units will be permitted only if approved by the Architectural Control Committee. Such units shall not be approved unless the dwelling and garage area contain more than 1980 square feet, and a minimum of 1500 finished square feet of living area on the main floor of the dwelling. All proposed dwellings must be compatible with other homes to be built in the Development in the opinion of the Architectural Control Committee, in its sole and absolute discretion.

2.2 All buildings and improvements on all Residential Lots shall comply with the set back requirement of the applicable Zoning Ordinances, as amended from time to time, with minimum side yards of 10 feet, rear yard of 10 feet, and front yard setback of 30 feet.

B. General Restrictions: All dwelling units described in the preceding paragraph A shall comply with the following restrictions:

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred eighty (480) square feet. No four car or detached garages will be permitted unless the Architectural Control Committee approves the plan for appearance and congruity with the surrounding subdivision.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s). Area means finished habitable space, measured to the exterior of the enclosing walls. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. No fences may be built closer to any adjoining street than the property line. Fences shall be subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

4. No structure of a temporary character, trailer, modular home, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently.
5. All dwellings shall be roofed with roofing materials, which have the approval of the Architectural Control Committee in its sole and absolute discretion. All exposed foundation facing the public street shall be covered with brick, or other decorative masonry material.
6. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to either interfere with such water drainage plan or cause damage to the building or neighboring buildings or lots.
7. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.
8. No incinerator, or trash burner shall be permitted on any Lot. No garbage, trash-can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. Any exterior air conditioning condensing units or heat pump units shall not be placed in the front yard of the dwelling and in no case closer than five (5) feet to the neighboring property line. Detached accessory buildings are not permitted.
9. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type camper, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above described, or upon the streets thereof, must be in operating condition.
10. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed, shall be

allowed to reach more than a maximum height of twelve (12) inches. Lots with residential structures shall be mowed to maintain grass height not to exceed six (6) inches.

11. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

12. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to odors, dust, glare, sound, lighting, smoke, vibration and radiation.

13. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling. No sod, earth, sand, gravel or trees shall be removed to the injury of the value or appearance of any lot nor for any commercial purposes, unless approved by the Architectural Control Committee. Declarant or its designated Architectural Control Committee must approve any elevation change of a lot.

14. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

15. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

16. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of the Development or signs approved by the Architectural Control Committee in writing.

17. All driveways shall be constructed of concrete material.

18. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

19. Certain easements are established for installation and maintenance of utilities, such as easements being clearly marked on the recorded plat of the subdivision. All claims for damages, if any, arising out of the construction, maintenance, repair, or existence of utilities or on account of temporary or other inconvenience caused thereby against the Development or any of their agents or servants are hereby waived by all of the lot owners. Service lines for individual residents for all public utility services, which are available to a lot from an underground source, shall be kept underground. Exposed television aerials shall not be used on any lot, such dish shall be served by electric and/or underground propane tanks. In no

event will any fuel structure be visible above ground.

20. No commercial or business enterprise shall be conducted or operated in the residential area of the subdivision.

ARTICLE 4 GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservation, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other remedies for such violation. Failure by the Declarant 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.

These covenants and restrictions run with the land and in the event of a violation, the Seller or the owner of any lot may prosecute any action at law or in equity to recover damages therefore or to enjoin such violation. The owner of any lot hereby agrees that in the event of a violation of any covenant and restriction contained herein, that the legal remedy may be inadequate and that an injunction may issue against the lot owned, without notice and without bond, to enjoin such violation.

B. All fees and any other charges payable by lot owners from and after its due date until paid, together with any accrued interest thereon and the cost of collection (including reasonable attorney's fee) shall constitute, become and be a lien against the legal and/or equitable interest of such platted lot in the Development, in Cass County, Nebraska. At any time after such lien arises, Declarant or its assigns may cause a notice thereof to be recorded in the office of the Register of Deeds of Cass County, Nebraska, such notice to specify (i) the amount of such lien, (ii) the unpaid fees and charges giving rise to such lien, (iii) the name of the Lot Owner whose unpaid fees and charges have given rise to such lien, and (iv) the legal description of the lot encumbered by such lien. Upon the satisfaction of all of the sums giving rise to such lien, including interest, costs of collection and the fee for recording the notice of and release of such lien, the corporation shall cause to be recorded in the office of the Register of Deeds of Cass County, Nebraska, a notice of the satisfaction of the release of such lien. From and after the recording of these Covenants, the provisions of these Covenants pertaining to said lien, as such provisions may exist from time to time, shall constitute part of the recorded declarations of restrictions and conditions imposed by the corporation on the real estate comprising said Development and shall run with the land located in such Development. Except as provided by the laws of the State of Nebraska with respect to general real estate taxes and special assessments, said lien for fees and charges of the corporation from and after the recording of notice thereof as aforesaid, shall be senior, prior and superior to any other lien recorded subsequent to the recording of said notice. That said lien shall be subordinate to any bona fide purchase money mortgage including by not limited to VA and FHA. In addition to any other remedies available to the corporation under the laws of the State of Nebraska for the collection of the amounts giving rise to and secured by said lien, the corporation shall be entitled to enforce said lien in the appropriate Court of the State of Nebraska in the manner provided by law for the enforcement of satisfaction of mortgages on real estate.

C. The covenants and restrictions of this Declaration shall run with and bind the land for a term of Twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the lots in the Properties.

D. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 17th day of July in the year 2001.

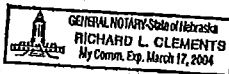
DECLARANT:

R&I Construction
A Nebraska Corporation

BY: Jim Rust

STATE OF NEBRASKA)
)SS.
COUNTY OF CASS)

The foregoing instrument was acknowledged before me on July 17, 2001, by Jim Rust, President of R&I Construction, a Nebraska Corporation, on behalf of the Corporation.



Richard L. Clements
Notary Public
My commission expires March 17, 2004