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REGISTER OF DEEDS  
SAUNDERS CO. NEBR.

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BOOK 271 PAGE 289  
OF CV INST# 148

DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF SABRE HEIGHTS, A SUBDIVISION  
IN SAUNDERS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by LBS Development, L.L.C. a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Saunders County, Nebraska and described as follows:

Lots 1 through 57, inclusive, in Sabre Heights, a subdivision as surveyed, platted and recorded in Saunders County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation of the values and amenities of Sabre Heights, for the maintenance of the character and residential integrity of Sabre Heights, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Sabre Heights. As used herein, the term "Common Facilities" shall mean all recreational facilities, dedicated and nondedicated roads, paths, ways and green areas, signs and entrances for Sabre Heights.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.  
RESTRICTIONS AND COVENANTS

1. Lot 1 through Lot 57 inclusive, shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use. Lot 40 through Lot 57 inclusive, shall be used for single-family residential purposes as well as multi-family units not to exceed 4 units per structure.

2. No residence, building, driveway, swimming pool, pool house, dog house, or other external improvement, above or below the ground, (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. An owner desiring to erect an Improvement shall

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deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submissions of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in light of the conditions and restrictions of Article I of this Declaration and in relation to the type and exterior of improvements constructed, or approved for construction, on the Lots. In this regard, Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within Sabre Heights Subdivision and to protect the value, character and residential quality of all Lots in a manner consistent with this Declaration. If Declarant determines that the proposed Improvement does not conform with the surrounding improvements or topography or will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

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C. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submissions of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submissions of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action against Declarant, or to control, direct or influence the acts of the Declarant, with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Paragraph, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

E. At such time as there shall be completed single family residences constructed and occupied on ninety percent (90%) of all Lots, including all phases of the subdivision, or Fifteen (15) years, whichever shall occur first, all discretions of Declarant under this Article I, Paragraph 2 shall cease.

3. Any and all patio, patio enclosure, swing set, playground equipment, dog house, tree house, antenna satellite dishes not greater than eighteen inches (18") in diameter, flag pole, or Declarant approved storage shed or construction, shall not be located in front of the center line of the dwelling, and shall not be visible from the public view.

4. One (1) small storage shed or outbuilding not to exceed eight (8) feet in width, six (6) feet in height, and ten (10) feet in length may be constructed along the twenty (20) foot wide strip abutting the rear lot line. Said shed shall be constructed of wood and be similar in style and color to the Improvement, provided always that the construction plans, specifications and location of the proposed structure have been first approved by Declarant, or its assigns.

5. No solar-collecting panels or equipment, wind-generating power equipment, or above ground swimming pools in excess of eighteen inches (18") in depth, metal storage sheds or satellite receiving station or satellite dishes greater than eighteen inches (18") in diameter shall be permitted on any of the lots subject to these covenants.

6. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house, the plans of which have been approved by Declarant and which shall be located adjacent to the rear portion of the dwelling concealed from public view. No dog runs or kennels of any kind shall be allowed in Sabre Heights Subdivision. No livestock or agricultural-type animals shall be allowed in Sabre Heights Subdivision, including pot-bellied pigs.

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7. No single-family residence shall be created, altered, placed or permitted to remain on any Lot, (excluding lots 40 through 57, inclusive), other than one detached single-family dwelling which does not exceed two and one-half stories in height. Residences on all lots shall have a minimum front set back of twenty-five (25) feet, minimum rear set back of twenty-five (25) feet, minimum side set back of ten (10) feet and a street side yard set back of Fifteen (15) feet for those houses on corner lots. All zoning requirements shall comply with those of the City of Ashland for zoning in a R-2 District.

8. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick, simulated brick, stone, stucco, or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone or other approved material. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, wood or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles, or other material and color specifically approved by Declarant.

9. All exterior wood surfaces shall only be painted in whites, earth tones and grays which color shall first be approved by Declarant, or it assigns, prior to the installation of the paint.

10. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale". No premises shall be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. No business activities of any kind shall be constructed on the Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs, and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

11. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; no commercial repair of any vehicles shall be allowed on any lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any

Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building construction, and then only in as neat and inconspicuous a manner as possible.

12. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. All residential Lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Ashland, Nebraska. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Paragraph 12 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.

13. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or Declarant approved storage shed facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards. All Lots shall be commercially hydro seeded or fully sodded, at the time of completion of the Improvements.

14. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

15. No fence shall be permitted to extend beyond the front line of a main residential structure. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood, plastic or wrought iron. No fence shall be of chain link or wire types. No fences or walls shall exceed the height of six (6) feet.

16. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

17. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof.

18. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

19. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from the public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees

will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

20. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest lot in the original plat.

21. No structure of a temporary character, carport, trailer, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Sabre Heights to any Lot without the written approval of Declarant.

22. Except for connection and access facilities, all utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

23. No manufactured home, as that term is defined in Section 71-4603(1) of the Nebraska Revised Statutes, 1943, shall be permitted on Lot 1 through Lot 39 in Sabre Heights Subdivision. Manufactured homes, approved as to design, structure and roof pitch, may be permitted on Lot 40 through Lot 57 inclusive, along with multi-family structures, at the sole discretion and approval of Declarant.

#### ARTICLE II.

##### LANDSCAPE BUFFER AND BOUNDARY FENCE

1. Declarant may, in its sole discretion, construct a landscape buffer and/or boundary fence along any exterior lot of the property, (the "Landscape Buffer and Boundary Fence"). Each of such lots are collectively referred to as the "Boundary Lots."

2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant, its successors and assigns, to maintain, repair and replace the Landscape Buffer. Without limitation of the rights and easements granted by this Declaration, the Declarant may come upon any of the Boundary lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Landscape Buffer.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in Sabre Heights or any subdivision which is contiguous to any of the Lots. Such expansion may be affected from time to time by the Declarant by recordation with the Register of Deeds of Saunders County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration. In addition, the Amendment to Declaration may declare that all or any part of the additional residential lots which shall become subject to the Declaration shall be Boundary Lots as that term is defined in Article II herein and such additional Boundary Lots shall be subject to all restrictions and obligations on Boundary Lots set forth herein.

Upon the filing of any Amendment to Declaration which

expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration.

ARTICLE III.  
BASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Alltel Communications, Peoples Natural Gas, and any company which has been granted a franchise to provide a cable television system within the Lots, the City of Ashland and Sanitary and Improvement District No. 10 of Saunders County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, waters and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under, and across five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; and eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior Lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for Peoples Natural Gas and the City of Ashland, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easements shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. A perpetual easement is further reserved in favor of the Declarant and the Association, its successors and assigns, to create, install, repair, reconstruct, maintain, and renew a landscape buffer and related accessories located on, over and upon the Boundary Lots.

4. Other easements are provided for in the final plat of Sabre Heights which is filed in the Register of Deeds of Saunders County, Nebraska (Book 4 of Plats, Page 429)

ARTICLE V.  
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover all loss or damages arising out of 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of fifteen (15) 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 covered by this Declaration. Provided, however, that the provisions of Article I, Paragraph 23 shall not be amended or changed by Declarant, any person, firm, corporation, partnership or entity designated in writing by Declarant, or seventy-five percent (75%) of the owners of the Lots.

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 3. By written consent of the Declarant, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Declarant may determine in its full and absolute discretion after considering the benefits and detriments which the waiver modification or amendment will have on the Sabre Heights subdivision and the Owner requesting the waiver. Declarant's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Declarant's decision. No responsibility liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Paragraph, or as a result of any act or failure to act by Declarant with respect to any requested waiver, modification, or amendment.

4. Declarant, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. Invalidation of any covenant by judgement or court order shall in no way affect 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 6 day of May, 2002.

LBS Development, L.L.C., a Nebraska  
 limited liability company,

"Declarant"

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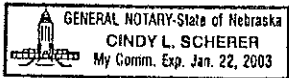
By: William D. Sapp  
William D. Sapp, Member

By: Kenneth A. Broz  
Kenneth A. Broz, Member

By: David N. Lutton  
David N. Lutton, Member

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SAUNDERS )

The foregoing instrument was signed before me this 6 day of May, 2002, by William D. Sapp, Kenneth A. Broz and David N. Lutton, Members of LBS Development, L.L.C., a Nebraska limited liability company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed as Members of the limited liability company.



Cindy L. Scherer  
Notary Public

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A. An owner desiring to erect an improvement shall

Declarant as follows:
commenced, except for improvements which have been approved by
Lot, nor shall any grading or excavation for any improvement be
be constructed, erected, placed or permitted to remain on any
the ground, (herein all referred to as any "Improvement") shall
house, dog house, or other external improvement, above or below
2. No residence, building, driveway, swimming pool, pool

multi-family units not to exceed 4 units per structure.
shall be used for single-family residential purposes as well as
or for other non-profit use. Lot 40 through Lot 57 inclusive,
connection with a Common Facility, or as a church, school, park,
dedicated by Declarant, or its successors or assigns, for use in
such Lots or parts thereof as may hereafter be conveyed or
exclusively for single-family residential purposes, except for
1. Lot 1 through Lot 57 inclusive, shall be used

RESTRICTIONS AND COVENANTS
ARTICLE I.

terms:
subject to all and each of the following conditions and other
fully described herein. The Lots, and each Lot is and shall be
title or interest in each Lot, or any part thereof, as is more
shall be binding upon all parties having or acquiring any right,
covenants, conditions and easements shall run with such Lots and
enjoyment of the residents of the Lots. These restrictions,
value, desirability and attractiveness of the Lots, and the
of which are for the purpose of enhancing and protecting the
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ways and green areas, signs and entrances for Sabre Heights.
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PRELIMINARY STATEMENT

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made by LBS Development, L.L.C. a Nebraska limited liability
company, hereinafter referred to as the "Declarant."

IN SAUNDERS COUNTY, NEBRASKA
OF SABRE HEIGHTS, A SUBDIVISION

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

BOOK 271 PAGE 269
OF CR INST# 140

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SAUNDERS CO. NEBR.

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B. Declarant shall review such plans in light of the conditions and restrictions of Article I of this Declaration and in relation to the type and exterior of improvements constructed, or approved for construction, on the lots. In this regard, Declarant intends that the lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the external design of the improvements constructed within Sabre Heights Subdivision and to protect the value, character and residential quality of all lots in a manner consistent with this Declaration. If Declarant determines that the proposed improvement does not conform with the surrounding improvements or topography or will not protect and enhance the integrity and character of all the lots and neighboring lots as a quality residential community, Declarant may refuse approval of the proposed improvement.

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9. All exterior wood surfaces shall only be painted in whites, earth tones and grays which color shall first be approved by Declarant, or it assigns, prior to the installation of the paint.
10. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot except one sign per lot consisting of not more than six (6) square feet advertising a lot as "For Sale". No premises shall be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any lot or any resident thereof. No business activities of any kind shall be constructed on the lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs, and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the lots.
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18. Driveway approaches between the sidewalk and curb on each lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

17. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each lot and upon each street side of each corner lot. The sidewalk shall be placed four (4) feet back of the street curb line and shall be constructed by the owner of the lot prior to the time of completion of the main structure and before occupancy thereof.

16. Construction of any improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the improvement. No excavation dirt shall be spread across any lot in such a fashion as to materially change the grade or contour of any lot.

15. No fence shall be permitted to extend beyond the front line of a main residential structure. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood, plastic or wrought iron. No fence shall be of chain link or wire types. No fences or walls shall exceed the height of six (6) feet.

14. Exterior lighting installed on any lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent lots.

13. No incinerator or trash burner shall be permitted on any lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or Declarant approved storage shed facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards. All lots shall be commercially hydro seeded or fully sodded, at the time of completion of the improvements.

12. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, airrator, camper truck or similar chattel shall be maintained or stored on any part of a lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. All residential lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Ashland, Nebraska. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this paragraph 12 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings or other improvements during the period of construction.

Lot. No unused building material, junk or rubbish shall be left exposed on the lot except during actual building construction, and then only in as neat and inconspicuous a manner as possible.

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will be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant lots shall be allowed to reach a height in excess of twelve (12) inches.

20. No residence shall be constructed on a lot unless the entire lot, as originally platted, is owned by one owner of such lot, except if parts of two or more platted lots have been combined into one lot which is at least as wide as the narrowest lot on the original plat, and is as large in area as the largest lot in the original plat.

21. No structure of a temporary character, carport, trailer, tent, outbuilding or shack shall be erected upon or used on any lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Sabre Heights to any lot without the written approval of Declarant.

22. Except for connection and access facilities, all utility service lines from each lot line to a dwelling or other improvement shall be underground.

23. No manufactured home, as that term is defined in Section 71-4603(1) of the Nebraska Revised Statutes, 1943, shall be permitted on Lot 1 through Lot 39 in Sabre Heights subdivision. Manufactured homes, approved as to design, structure and roof pitch, may be permitted on Lot 40 through Lot 57 inclusive, along with multi-family structures, at the sole discretion and approval of Declarant.

ARTICLE II  
LANDSCAPE BUFFER AND BOUNDARY FENCE

1. Declarant may, in its sole discretion, construct a landscape buffer and/or boundary fence along any exterior lot of the property, (the "Landscape Buffer and Boundary Fence"). Each of such lots are collectively referred to as the "Boundary Lots."

2. Declarant hereby declares that the Boundary Lots are subject to a permanent and exclusive right and easement in favor of Declarant, its successors and assigns, to maintain, repair and replace the Landscape Buffer. Without limitation of the rights and easements granted by this Declaration, the Declarant may come upon any of the Boundary Lots for the purpose of constructing, installing, repairing, maintaining, removing and replacing the Landscape Buffer.

3. Additional Lots. Declarant reserves the right, without consent or approval of any Owner or Member, to expand the property to which this Declaration is applicable to include additional residential lots in Sabre Heights or any subdivision which is contiguous to any of the Lots. Such expansion may be affected from time to time by the Declarant by recordation with the Register of Deeds of Saunders County, Nebraska, of an Amendment to Declaration, executed and acknowledged by Declarant, setting forth the identity of the additional residential lots which shall become subject to this Declaration. In addition, the Amendment to Declaration may declare that all or any part of the additional residential lots which shall become subject to the Declaration shall be Boundary Lots as that term is defined in Article II herein and such additional Boundary Lots shall be subject to all restrictions and obligations on Boundary Lots set forth herein.

Upon the filing of any Amendment to Declaration which

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expands the property subject to this Declaration, the additional residential lots identified in the Amendment shall be considered to be and shall be included in the "Lots" for all purposes under this Declaration.

ARTICLE III  
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Alltel Communications, Peoples Natural Gas, and any company which has been granted a franchise to provide a cable television system within the lots, the City of Ashland and Sanitary and Improvement District No. 10 of Saunders County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, waters and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under, and across five (5) foot wide strip of land abutting the front and the side boundary lines of the lots; and eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots and all exterior lots that are adjacent to presently platted and recorded lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots that are not adjacent to presently platted and recorded lots. The term exterior lots herein defined as those lots forming the outer perimeter of the lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for Peoples Natural Gas and the City of Ashland, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easements or abandoned easements. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement ways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

3. A perpetual easement is further reserved in favor of the Declarant and the Association, its successors and assigns, to create, install, repair, reconstruct, maintain, and renew a landscape buffer and related accessories located on, over and upon the boundary lots.

4. Other easements are provided for in the final plat of Sabre Heights which is filed in the Register of Deeds of Saunders County, Nebraska (Book 4 of PLMS, Page 479).

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"Declarant"

LBS Development, L.L.C., a Nebraska  
limited liability company,

to be executed this 6 day of May, 2002.  
IN WITNESS WHEREOF, the Declarant has caused these presents  
shall remain in full force and effect.  
5. Invalidation of any covenant by judgement or court order  
shall in no way affect any of the other provisions hereof, which  
appointee shall thereafter serve as Declarant with the same  
authority and powers as the original Declarant.

4. Declarant, or its successors or assigns, may terminate  
its status as Declarant under this Declaration, at any time, by  
filing a Notice of Termination of Status as Declarant. Upon such  
filing, Association may appoint itself or another entity,  
association or individual to serve as Declarant, and such  
appointee shall thereafter serve as Declarant with the same  
authority and powers as the original Declarant.

3. By written consent of the Declarant, any or all of the  
covenants, conditions, restrictions, and easements as they apply  
to the Lots may be waived, modified, or amended for any Lot or  
Lots, in any manner, for such a time period, and on such  
conditions, if any, which the Declarant may determine in its full  
and absolute discretion after considering the benefits and  
detriments which the waiver modification or amendment will have  
on the Sabre Heights subdivision and the Owner requesting the  
waiver. Declarant's decision on any requested waiver,  
modification or amendment shall be final and there shall be no  
right of appeal of Declarant's decision. No responsibility  
liability or obligation shall be assumed by or imposed upon  
Declarant by virtue of the authority granted to Declarant in this  
Paragraph, or as a result of any act or failure to act by  
Declarant with respect to any requested waiver, modification, or  
amendment.

2. The covenants and restrictions of this Declaration shall  
run with and bind the land in perpetuity. This Declaration may  
be amended by Declarant, or any person, firm, corporation,  
partnership, or entity designated in writing by Declarant, in any  
manner which it may determine in its full and absolute discretion  
for a period of fifteen (15) 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 covered by this Declaration. Provided, however, that  
the provisions of Article I, Paragraph 23 shall not be amended or  
changed by Declarant, any person, firm, corporation, partnership  
or entity designated in writing by Declarant, or seventy-five  
percent (75%) of the owners of the Lots.

1. Except for the authority and powers specifically granted  
to the Declarant, the Declarant or any owner of a Lot named  
herein shall have the right to enforce by a proceeding at law or  
in equity, all reservations, restrictions, conditions and  
covenants now or hereinafter imposed by the provisions of this  
Declaration either to prevent or restrain any violation or to  
recover all loss or damages arising out of 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 hereafter.

ARTICLE V  
GENERAL PROVISIONS

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