

FILED SARPY CO. NE.

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Glenn J. ...

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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Easements and Restrictions (the "Declaration") is made as of the 30th day of January, 2001, by Martin Ostransky Farms Inc., Declarant.

WITNESSETH:

WHEREAS, the Declarant is the owner of the following legally described real property, to wit:

LEGAL DESCRIPTION

Lot 1, SUNSET RIDGE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and that part of the Taxlot 9 in the south half of the Northeast Quarter of Section 22, Township 14 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the southwest corner of said Lot 1: Thence South 00° 29'39" East for 991.68 feet to the southwest corner to the South Half of the Northeast quarter of said Section 22; Thence North 89° 59'07" East for 659.00 feet along the south line of the South Half of the Northeast Quarter of said Section 22; Thence North 00° 29'39" West for 991.56 feet to the southeast corner of said Lot 1; Thence South 89° 59'47" West for 659.00 feet to the Point of Beginning. Contains 15.001 Acres. Unless otherwise noted, the above described real estate shall be referred to individually as a "property" and collectively as the "properties".

WHEREAS, Declarant desires to subject the Properties to the covenants, easements and restrictions hereinafter set forth to provide for the beneficial ownership and convenient use thereof by the present and future owners of such Properties.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by all parties, Declarant hereby agrees and declares that the Properties shall be, and the same hereby are, subject to the following covenants, easements and restrictions, to-wit:

1. By virtue of the recording of this Declaration, the Properties shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration; and every grantee of any interest in the Properties, by acceptance of a deed or other conveyance of such interest, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof.

2. The Properties shall be used for single-family residential and related gardening or farming purposes only. No split hoof animals shall be allowed on any of the properties, however, non excluded animals may be kept and maintained on the premises for the use, benefit and pleasure of the owner of a property and his or her guests provided they are not kept, bred, or maintained for any commercial purpose or in such number as to require licensing or permitting from any governmental authority. The aggregate of all animals permitted on each property shall not exceed more than one (1) per acre.

3. Prior to any construction or grading on any Property, whether for any initial or subsequent work, the owner of such Property must first submit construction plans to the Declarant and secure the Declarant's written approval thereof. The decision of the Declarant regarding the building design and placement of the improvements on each Property shall be in the Declarant's absolute and sole discretion. All plans submitted to the Declarant shall include site plans showing location of residence, other buildings, structures, and improvements. The plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan, and site lines. Any such plans shall also include the plans, specifications and diagram for the septic system. In the event an owner of a Property contemplates construction of a fence, such plans shall include the type of material to be used and the height and location thereof. Any plans submitted to the Declarant will not be returned to the owner of the Property. Within thirty (30) days after receipt of the plans, the Declarant shall either notify the owner of the Property in writing of its approval of plans or of disapproval with reasons therefore.

4. Construction on, or improvement to, any Property shall be subject to the following restrictions:

(a) No residential structure shall be permitted on any Property having square feet of finished living area of less than:

(i) For a ranch style (one level) or split-entry home, the ground floor (or main level) shall contain not less than 1,650 square feet of finished living area;

(ii) A split-level, tri-level, or other multi-level (excluding two story) home shall contain not less than 2,100 square feet of finished living area;

(iii) For a one and a half (1 ½) story home, the total finished living area for the first and second floors shall contain not less than 2,100 square feet; and

- (iv) For a two story home, the total finished living area for the first and second floors shall contain not less than 2,150 square feet.

The computation of finished living area shall be exclusive of porches, breezeways and garages.

- (b) All residences shall be constructed with a minimum of a built-in or attached two (2) car garage.
- (c) All power, telephone or other service wires for residences shall be buried underground.
- (d) No fuel tanks on the outside of any house shall be exposed to view.
- (e) All water wells and septic tanks shall be at least fifty (50) feet from each Lot's property line.
- (f) No building shall be located on any property nearer than fifty (50) feet from each owner's property line.
- (g) Assembly, disassembly or general service work on any car, truck equipment or other machinery shall be prohibited except in an enclosed garage.
- (h) All trash and garbage shall be contained and enclosed in metal or plastic containers.
- (i) Construction of each dwelling or structure on a Property must be completed within one (1) year after excavation for footings. Any barn to be constructed on a Property may be constructed at the same time as, or after, the construction of the dwelling on the Property.
- (j) Any barn or other accessory buildings on a Property shall be constructed, installed and maintained on the east side of the dwelling on the Property and subject to section 3 (incorporated herein).
- (k) Any barn or other accessory buildings on a Property shall be for a useful purpose and shall be constructed of colored metal, brick, wood and/or cedar siding or such other material as may be approved from time to time by the Declarant.
- (l) No Property shall be subdivided to less than five (5) acres (except that Property designated as Sunset Ridge, which is 4.24 acres).
- (m) No garage or other outbuilding shall be erected on any Property for dwelling purposes before the residence thereon is constructed.

5. All structures used for the housing or maintenance of any permitted animals, and any areas where permitted animals are maintained or kept shall be maintained at all times in a clean, neat and orderly manner by the owner of the Property. All fencing must be kept in good, workable condition and not allowed to deteriorate or look in disrepair. Each owner shall take all reasonable and necessary steps to insure adequate rodent and pest control on such owner's Property.

6. Trees, shrubs, crops, gardens, hedges or other plants may be permitted within any easement area established by this Declaration or designated on the recorded plat or future plat of Sunset Ridge; provided, such trees, shrubs, crops, gardens, hedges or other plants do not adversely affect the safety or use of the easement area. Each Property owner shall take whatever steps are necessary to control noxious weeds on such owner's Property. Weeds shall be kept cut to a height of no more than twelve (12) inches above the ground.

7. Each Property owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of his, her or its Property.

8. Each Property owner accessing 234th Street shall be assessed a reasonable fee for the maintenance of 234th Street. Such maintenance fee shall not exceed the sum of \$150 in any calendar year and shall be paid within thirty (30) days after notice of the amount due by declarant. Nothing in this declaration shall prohibit the owners of the properties from agreeing to a greater contribution if they desire more extensive improvements or maintenance to 234TH Street. Failure to pay the assessment to declarant within thirty (30) days from receipt of the invoice shall entitle declarant to assess a lien against the property for any unpaid assessments.

9. No objectionable, unlawful or offensive trade or activity shall be carried on upon any Property; nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood or surrounding Properties.

10. No property shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding neighborhood or Properties. No firearms or guns of any type shall be fired or discharged upon, over, or across any Property. All rubbish, trash and garbage shall be removed from the area and shall not be burned by open fire, incinerator, or otherwise on any Lot, or any part thereof, without a burning permit issued by a local approving authority.

11. No dwelling house or outbuilding constructed in another location may be moved onto or permitted to remain on any Property or portion thereof without the prior written approval of Declarant. No owner of a Property shall have collectively more than three (3) trailers, boats, automobiles, trucks or other recreational or business vehicles unenclosed on any Property, and all other such chattels shall be maintained in an enclosed structure, provided however, that an owner of a property may place not more than two (2) antique, ornamental or decorative pieces of

equipment or machinery on any such property. No trucks, tractors or refrigerated trailers shall be allowed to continue operating or parked on any Property. No signs (except real estate for sale signs), or billboards or any type or nature whatsoever shall be placed or constructed or erected on any Property.

12. A perpetual easement is hereby granted to the Omaha Public Power District and Qwest, Inc., and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, crossarms, down guys and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power for the transmission of signals and sounds of all kinds and the reception thereof, including signals provided by a cable television system and their reception, on, over, through, under and across a five foot (5') wide strip of land abutting the front and side boundary lot lines and a ten foot (10') wide strip of land abutting the rear boundary lines of all Properties. No permanent buildings, trees, retaining walls or loose rock wall shall be placed in the said easement ways, but same may be used for gardens, shrubs, landscaping, sidewalks, driveways, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

13. The Declarant is hereby given the right to enter upon any vacant or unattended Property for the purpose of improving its general appearance, to mow weeds, or for any other purpose should it become necessary under this Declaration without being deemed a trespasser; provided, however, that the owner of the Property shall pay any reasonable costs and expenses actually incurred on this account upon demand made therefore by Declarant, plus interest thereon at the rate of twelve percent (12%) per annum from the date incurred.

14. Declarant reserves the sole and exclusive right to amend or modify this Declaration in any manner for a period of five (5) years from and after the date of recording this instrument with the Sarpy County Register of Deeds. Thereafter, this Declaration may be amended or rescinded by written instrument, signed, acknowledged and duly filed in the public records by the then owners of eighty percent (80%) of the properties. This Declaration shall be enforceable by the Declarant, or the owner of any Lot subject to the reserved rights of Declarant and its successors and assigns, from the date this Declaration is recorded through December 31, 2021, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument terminating this Declaration is signed by the owners of eighty percent (80%) of the Properties and has been recorded in the public records prior to the commencement of any such ten-year period.

15. Declarant's rights, duties, and responsibilities under this Declaration shall automatically transfer to the owners of the Properties two (2) years after the Declarant transfers or sells the last Property to any third party owner. Thereafter, the owner or owners of each Property shall have one (1) vote for each five (5) acre property or platted lot owned in all matters appropriately before the owners of all of the Properties with a majority of those interests controlling any such matter or issue.

16. If the present or future owners, users or occupants of the Lots shall violate or attempt to violate any covenant or restriction contained in this Declaration, it shall be lawful for any other person or persons owning any other Lot to prosecute proceedings at law or in equity against the person violating or attempting to violate any such covenant or restriction and either prevent him from so doing or to recover damages for such violation.

17. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions. For a period of five (5) years from and after the date of recording this instrument with the Sarpy County Register of Deeds, the Declarant reserves the exclusive right to modify, alter or waive any provision contained in this Declaration by means of a recorded written instrument as to any Property or Properties in cases where the Declarant, in Declarant's sole discretion, deems it necessary or advisable because of unusual circumstances or to prevent hardship.

18. The Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions are and shall be deemed covenants running with the Lots and shall inure to the benefit of and be binding on the present owners of the Lots and all subsequent owners of the Lots, together with their respective heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as of the day and year first above written.

DECLARANT:

Martin Ostransky Farms, Inc.

by: Martin Ostransky
Martin Ostransky, President

Attested to by: Marjorie Ostransky
Marjorie Ostransky, Secretary

STATE OF Nebraska

COUNTY OF Sarpy

The foregoing instrument was acknowledged before me on January 30 2001, by Martin Ostransky, President and Marjorie Ostransky, Secretary, of Martin Ostransky Farms, Inc., a Nebraska corporation, on behalf of the corporation.

John J. Koke
Notary

