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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THE COLONIES AT CEDAR CREST, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by the Rosendahl Family LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

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

Lots 2 through 25, inclusive, in The Colonies at Cedar Crest, a Subdivision, as surveyed, platted and recorded in Douglas 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 The Colonies at Cedar Crest, for the maintenance of the character and residential integrity of The Colonies at Cedar Crest, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of The Colonies at Cedar Crest.

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 be subject to all and each of the following conditions and other terms:

ARTICLE I

1. Each Lot shall be used exclusively for single-family residential purposes, except for Lot 1 or parts thereof as may hereafter be conveyed or dedicated by Declarant, its successors or assigns, for use in connection with multi-family residences. Each of the Lots 2-12, inclusive, shall have a finished home with an assessed value of at least \$261,500, and each of Lots 13 - 25, inclusive, shall have a finished home with an assessed value of at least \$213,750 per home. The following are recommended finished home size minimums by lot and square feet:

A. Lots 2 -12

<u>Two Story</u>	<u>One and One Half Story</u>	<u>Ranch</u>
2,300 Sq.Ft	1,400 Sq.Ft. Main Floor	2,100 Sq.Ft.
	2,300 Sq.Ft. Total	

B. Lots 12 - 25

<u>Two Story</u>	<u>One and One Half Story</u>	<u>Ranch</u>
1,900 Sq.Ft	1,100 Sq.Ft. Main Floor	1,750 Sq.Ft.
	1,900 Sq.Ft. Total	

In complying with the requirements of this paragraph, upon completion of construction of a home on a Lot, each Owner of such Lot subject to these restrictions hereby waives his or her

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right to protest a valuation by the Douglas County Assessor of the Lot and improvements thereon in the above minimum amount (i.e. Lots 2 - 12, minimum valuation \$261,500.00 and Lots 13 - 25, minimum valuation \$213,750). No Owner shall apply to the Douglas County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying Lot. Each Owner shall maintain insurance for ninety (90%) percent of the full value of the structures on the Lot and, in the event of casualty, apply such insurance proceeds to the reconstruction of such improvements. No Owner shall transfer the Lot to any entity exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes. All real estate taxes and assessments levied on a Lot shall be paid before the same become delinquent.

2. No residence, building, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio cover enclosure, deck, rock garden, swimming pool, dog house, pool house, tennis court, flag pole, satellite receiving station or "discs", solar heating or cooling device, 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, excavation or tree removal 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 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 submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

B. Declarant shall review such plans in relation to the type of exterior improvements constructed, or approved for construction on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form 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 to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all that Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission 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 by 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 the Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, with at least the minimum assessed value as stated in paragraph 1, above, which does not exceed two and one-half stories in height. All Improvements on the Lots shall comply with all set back and side yard requirements of the Zoning Code of the Municipal Code of the City of Ralston, Nebraska.
4. The exposed front foundation walls and any foundation walls facing a street of all main residential structures must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All corner lots with exposed foundation walls facing any side street shall be clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. A fireplace chimney or the enclosure of the fireplace flue, which is located on the front side of a residence, shall be constructed of, or finished with, clay-fired brick or stone. All other fireplace chimneys may be covered with wood or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of the Improvements shall be covered with asphalt shake shingles, weathered wood in color, wood cedar shakes or wood shingles.
5. No streamers, posters, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Declarant. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot, except for a sign four feet square identifying a home as "For Sale". No business activities shall be conducted on the premises, which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. 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.
6. No obnoxious or offensive activity shall be carried out on 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. 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.
7. Exterior television or radio antenna of any sort shall not be permitted on any Lot, except a satellite receiving dish not exceeding twenty-four (24) inches in diameter and attached directly to the residence may be permitted provided that the location and size of the of the proposed satellite receiving dish be first approved by the Declarant, or its assigns. No tree houses, tool sheds, doll houses, pool houses or similar structures shall be permitted on any Lot.
8. No repair of any boats, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted 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 operations, and then only in as neat and inconspicuous a manner as possible.
9. 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 thirty (30) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi tractors/trailers shall be stored, parked, kept or maintained in any yard, driveways, or streets. However, this Section 9 shall not apply to trucks, tractors or commercial vehicles, which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least the minimum number of off street parking

areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Ralston, Nebraska.

- 10. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container of 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 suitable storage facility, except when in actual use. No garbage, refuse rubbish or cutting shall be deposited on any street, road or Lot. No clothesline shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be maintained in rear yards.
- 11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No chain link fencing shall be allowed, unless installed by Declarant. Unless other materials are specifically approved in writing by Declarant, fences shall only be composed of wood, wrought iron, brick or plastic vinyl coated (PVC) material. No fences or walls shall exceed a height of six (6) feet. Any fences, hedges or mass planted shrubs installed by or at the direction of the Declarant shall not be subject to the provisions of this paragraph, but shall be maintained by the owner of the Lot on which such fence sits and, in the event repair or replacement is necessary, such owner shall repair or replace with like materials of similar quality.
- 12. No swimming pool may extend more than one foot above ground level.
- 13. 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.
- 14. 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, provided, however, this provision shall vary to comply with any requirements of the City of Ralston.
- 15. Driveway approach 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 overly of a driveway approach will be permitted.
- 16. 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 a dog house provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns. Doghouses shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence. Dog runs or kennels shall be permitted only with the approval of the Declarant, or its assigns; provided always that any permitted dog run or kennel shall be located immediately adjacent to the rear of the residence. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on a Lot, except that dogs, cats, or other household pets maintained within the residential structure 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.
- 17. Any exterior air conditioning unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown 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.

- 18. 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.
- 19. No structure of a temporary character, carport, trailer, tent, outbuilding or shack shall be erected upon or used on any Lot any time, either temporarily or permanently. No structure or dwelling shall be moved from outside The Colonies at Cedar Crest to any Lot or modular home constructed without the written approval of Declarant.
- 20. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.
- 21. Each residence shall be constructed, at a minimum, with an air conditioner or air-to-air electric heat pump and natural gas furnace.
- 22. Declarant does hereby reserve unto itself the right to require the installation of fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion. Any fence installed by or at the direction of the Declarant shall be maintained by the Owner of the Lot on which such fence is located, including the repair and replacement of such fence with material of substantially similar quality and color.

**ARTICLE II**  
**HOMEOWNERS ASSOCIATION**

- 2. The Association. Declarant reserves the right to cause the incorporation of **THE COLONIES AT CEDAR CREST HOMEOWNERS ASSOCIATION**, a Nebraska not for profit corporation (hereinafter referred to as the "Association") in the event that areas for the common benefit of all of the residents of The Colonies at Cedar Crest are in need of maintenance. The Declarant intends to develop other property within The Colonies at Cedar Crest subdivision into a multi-family development with an association that will be required to maintain the entryway of The Colonies at Cedar Crest. In the event that such association does not maintain the entryway and/or the City of Ralston does not maintain the detention pond, the association contemplated in this Declaration may be formed. If so formed, the Association will have as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots and any other purposes not prohibited by Nebraska law and maintenance of the entryway and/or detention pond. The Association, if incorporated, will have the right to levy assessments against each Lot, the Owner of each Lot shall be a member of the Association, each Lot shall be entitled to one vote on each matter coming before the Association, and each Owner shall be personally obligated to pay assessments levied. The Declarant may provide for further provisions relating to the Association in the Articles and By-Laws of the Association that are not inconsistent herewith.

**ARTICLE III**  
**EASEMENTS**

- 3. This section has been intentionally left blank and will be completed later.

**ARTICLE IV**  
**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 damages or other dues 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 the Declarant, or any person, firm, corporation, partnerships or entity designated in writing by the Declarant, in any manner which it may determine in its full and absolute discretion for a period of ten (10) 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. Those amendments may include, among other things, providing for multi-family uses on Lots 2 or 3, if approved by the City of Ralston.
- 3. The Declarant, or its successor or assign, 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, the 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.
- 4. Invalidation of any covenant 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 22 day of October 2008.

ROSENDAHL FAMILY LLC, a Nebraska limited liability company, "Declarant"

Roland Rosendahl  
\_\_\_\_\_, Managing Member

STATE OF NEBRASKA            )  
  )            ss.  
COUNTY OF Platte            )

The foregoing instrument was acknowledged before me this 22 day of October 2008, Roland Rosendahl, Managing Member of Rosendahl Family LLC, a Nebraska limited liability company, on behalf of said company.

Denice Bray  
\_\_\_\_\_  
Notary Public

