

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 21ST DAY OF October A.D. 19 97
AT 1:28 P.M. AND RECORDED IN BOOK
272 AT PAGE 791-798
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson

791

FILED

97 OCT 21 PM 1:28

DECLARATION

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR NEBR

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of the 21st day of April, 1997, by DANA COLLEGE, a Nebraska Non-Profit Corporation, hereinafter referred to as the "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner and developer of certain real property known as Korshoj Estates and more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, in Korshoj Estates, an Addition to the City of Blair, Washington County, Nebraska, and

WHEREAS, Declarant intends to develop the real estate described hereinabove for residential purposes and to sell individual lots therein to third party purchasers for the construction of single-family dwellings, and

WHEREAS, Declarant desires hereby to impose upon said real estate mutual and beneficial restrictions, covenants, conditions, and charges under a general plan for the benefit of the owners of said real estate and future owners of the same, and

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

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors, assigns, and all future grantees and successors in title, does hereby impose, create, and place upon the real estate described hereinabove the reservations, conditions, covenants, and restrictions (all of which are hereby termed "Restrictions") contained hereinbelow. Declarant further declares that said real estate is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, and occupied subject to the provisions of this Declaration, all of which is declared to be in furtherance of a plan for the development, improvement and sale of lots within said real estate and are established for the purpose of enhancing the value, desirability, and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon the real estate; to create reciprocal rights between the respective owners of individual lots therein; to create a privity of contract and estate between the grantees thereof, their heirs and assigns, and shall, as to the

791

owners of any interest in said real estate, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other owners of said real estate, and this shall be so, even if said Restrictions are omitted from any deed or instrument of conveyance of said lands, or any part thereof.

By accepting the delivery of a deed to any of said lots, a grantee shall bind himself, his heirs, personal representatives, administrators, successors, assigns, and grantees to observe and perform all Restrictions as fully as if they have joined in this Declaration.

When used in this Declaration, the following terms shall be defined as set forth hereinbelow:

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1-18, inclusive, of Korshoj Estates.

"Lot" shall mean and refer to Lots 1-18, inclusive, of Korshoj Estates, or any one of them individually.

"Declarant" shall mean and refer to Dana College, a Nebraska Non-Profit corporation.

The restrictions contemplated by this Declaration are herewith stated to be as follow:

A. Said Lots shall be used only for single-family residential purposes, except such Lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational, charitable, or non-profit recreational uses.

B. No structure shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one single-family dwelling not to exceed two stories or 35 feet in height, whichever is less.

C. No residential structure shall be erected or placed on any building plot which has an area of less than 11,700 square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot".

D. No building shall be created, altered, placed, or permitted to remain on any residential building plot other than the one (1) detached, single-family dwelling referred to above, and said dwelling shall conform to the following requirements:

(1) A one-story house with attached garage (Ranch) shall contain a minimum of 1,500 square feet of living area on the main floor, exclusive of garage area. The garage must be approximately at the same level as the main floor.

(2) One and one-half and two-story houses shall contain a minimum of 2,100 square feet in total area above the basement level, exclusive of garage area. For the purpose of these Restrictions, two-story height shall, when the basement wall is exposed above finished grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breeze-ways, courtyards, patios, decks, basements, garages, or carports. The basement will not be considered a story even if it is 100% above grade on one or more sides and essentially below grade on the other sides.

E. All dwelling units shall have attached, enclosed, side-by-side or tandem garages which must be capable of accommodating at least two (2) standard-size automobiles per living unit.

F. All buildings shall be located at least twenty-five (25) feet from the front and back of the Lot lines. All buildings shall have at least seven (7) feet average sideyards. On corner lots, either street side may be designated by the owner/builder as the front, and either nonstreet side as the rear. The minimum setback requirement for the nonfront street exposure is seventeen and one-half (17-1/2) feet from the property line. For purposes of this restriction, eaves, open patios, and steps shall not be considered part of the building.

G. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be covered with clay-fired brick or stone. Exposed portions of the foundation on the sides, or rear, not facing a street of a dwelling located on a corner lot, and the exposed portion of the foundation on the sides

and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

H. Every dwelling may have a fireplace. All fireplace chimneys must use triple wall pipe.

I. No fences shall be erected in front of the main residential structure, except decorative fences no more than forty-two (42) inches in height, constructed of brick, stone, or wood. Side and rear fences shall not exceed six (6) feet in height and wire or chained-link fences shall not be permitted. Temporary or permanent barbed-wire, electrified, and/or snow fences are strictly prohibited. All fences shall be maintained in such a manner as to not be unsightly to the neighboring properties.

J. No structure of a temporary character, basement, tent, shack, barn or other out building shall be erected on said Lot, or used as a residence, temporarily or permanently. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling previously occupied as a residence elsewhere shall be moved from outside of the Properties onto any of said Lots. This prohibition specifically includes mobile homes. No pet shelters of any size or form shall be allowed which includes doghouses.

K. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof composition of not less than 235 pound shingles of asphalt, fiberglass, woodshakes, or cedar wood shingles. Each house shall have a minimum roof pitch on the main structure of 8/12.

L. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot at the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials, and grades shall be in accordance with the regulations of the City of Blair and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

M. 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 interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

N. Any pets are not permitted to run loose outside the Lot of the Owner.

O. No incinerator or trashburner shall be permitted on any Lot. No garbage or 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 except during construction of a residential dwelling or the day trash is collected for 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. No clotheslines shall be permitted outside of any dwelling at any time. Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling. Detached accessory or utility buildings of any size are not permitted.

P. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, other trailers, 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 (and not on any other part of the Lot) outside of the garage for more than three (3) consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. No automobiles and other self-propelled vehicles may be parked on a subdivision street permanently. Permanent parking of a vehicle shall mean any vehicle that is owned by or the responsibility of a subdivision resident or a guest of said resident if the guest resides with the resident for more than thirty (30) days.

Q. 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 dwellings have not yet been constructed, shall be allowed to reach more than a maximum height of twelve (12) inches.

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

S. 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. Further, home occupations, as defined in the applicable law of the City of Blair, Nebraska, shall not be permitted to take place within any of the residential dwellings on the Lots.

T. A dwelling on which construction has begun must be completed within one (1) year from the date the Building Permit was issued for said dwelling.

U. Vegetable gardens with a maximum square footage of 20 feet shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot.

V. All yards and trees shall be planted within one (1) year from the date that construction for the residence on the Lot was initiated. It must be planted at the beginning of the growing season after construction of the residence on the Lot was initiated. At the time of initial occupancy of the main dwelling, the Owner shall plant, and there shall be thereafter maintained in a growing state by the Owners, at least two trees with a minimum trunk diameter of two (2) inches; said trees to be located in the front yard at least fifteen (15) feet from the front lot line.

W. Mailboxes shall be mounted on a wooden post or masonry setting and of a design satisfactory to the U.S. Postal Service and complying with the general statement.

X. No Lot as originally platted or replatted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted Lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said Lots as originally platted.

Y. No dwelling may be built of material other than wood, stone (except veneer), stucco, brick, or a combination thereof.

Z. All utility lines leading from Lot line to dwelling shall be placed underground.

AA. No material other than earth, sand, rock, or gravel shall be used as fill on any Lot. The general grade and slope of a Lot shall not be substantially altered or changed.

BB. In addition to the Restrictions enumerated herein, the real estate described hereinabove shall be subject to all applicable zoning and subdivision ordinances, rules, and regulations of the City of Blair, Nebraska.

CC. A perpetual license and easement is hereby reserved in favor of and granted to the Blair Telephone Company, a City of Blair franchised cable television firm, City of Blair utilities, Omaha Public Power District and Peoples Natural Gas, and each of their successors and/or assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat, and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the front boundary lines and license being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said Lot line easement is granted upon the specific condition that if any of said utility companies fail to construct wires or conduits along any of the said Lot lines within thirty-six (36) months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this Lot line easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings shall be placed in perpetual easement way, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

DD. Notwithstanding any provisions hereof to the contrary, all dwellings and other improvements constructed on the real estate described hereinabove, or any part thereof, prior to the date of this instrument shall be considered to be in conformance with the provisions of this Declaration.

In the event that any present or future Owners of any of the real estate described hereinabove, their grantees, heirs, or assigns, shall violate or attempt to violate any of the Restrictions contained in this Declaration, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Restriction to prevent him or them from doing so and/or to recover damages or other relief for such violation.

Invalidation of any one of these Restrictions by statute, ordinance, judgment, or Court order shall in no way effect any of the other provisions, which shall remain in full force and effect. The Declarant reserves the exclusive right, in his sole discretion, to modify or waive the

Restrictions of this Declaration as to any Lot or Lots in cases where the Declarant deems it necessary or advisable in unusual circumstances or to prevent hardship.

This Declaration and the Restrictions contained herein shall remain binding and in full force and effect from the date hereof until the 1st day of April, 2007, unless at any time waived, changed, or amended in writing by the Owner or Owners of a majority of the Lots comprising the real estate described hereinabove, and after the 1st day of April, 2007, this Declaration and the Restrictions contained herein shall be automatically extended for successive periods of ten years unless by vote of the then Owners of a majority of the Lots comprising the real estate described hereinabove it is agreed to waive, change, or amend said Restrictions in whole or in part. In connection with the waiver, change, or amendment of said Restrictions at any time, there shall be one vote for each platted Lot.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be duly executed the date and year first aforesaid.

DANA COLLEGE, a Nebraska
Non-Profit Corporation,

By Robert B. Scholl
Robert B. Scholl,
Its Vice President
of Business Affairs

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this 21st day of April, 1997, before me, the undersigned, a Notary Public in and for said county, personally came Robert B. Scholl, Vice President of Business Affairs of Dana College, a Nebraska Non-Profit Corporation, to me personally known to be the Vice President of Business Affairs and identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.



Kimberly K. Tierney
Notary Public