

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS Declaration is made as of the 15<sup>th</sup> day of JANUARY, 1992 by Michael A. Jacobson and Deborah L. Jacobson, husband and wife, hereinafter called the "Declarants", WITNESSETH:

WHEREAS, Declarants are the owners and/or developers of certain real property known as Stone Creek Estates and more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, and 7 in Stone Creek Estates, an Addition to the City of Blair, Washington County, Nebraska, and Lots 12, 13, 14, 15, 16, 17, and 18 of the Replat of Lots 8, 9, 10, and 11 of Stone Creek Estates, an Addition to the City of Blair, Washington County, Nebraska, and Lots 19, 20 and 21 being a second Replat of Lots 13, 14 and 15 of Stone Creek Estates, an Addition to the City of Blair, Washington County, Nebraska, and

95FEB23 AH10:52  
FILED  
CHARLOTTE L. FLETCHER  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

WHEREAS, Declarants intend 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, Declarants desire 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.

NOW, THEREFORE, in consideration of the promises, Declarants, for themselves, their successors, assignees and all future grantees and successors in title, do 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. Declarants further declare 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 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 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, and said grantee by accepting a deed further agrees to become a member of Stone Creek Estates Homeowners Association and to pay the dues, if any, therefor.

In addition, there is herewith formed the Stone Creek Estates Homeowners Association (hereinafter referred to as the "Association"). The purposes of the Association shall include the enforcement of the Restrictions contained in this Declaration, the appointment of an Architectural Control Committee (hereinafter referred to as the "Committee") and such other purposes and functions as the members thereof shall, from time to time, deem mutually advantageous and beneficial. All persons having any ownership interest in any of the real estate described hereinabove shall automatically be members of the Association, provided, however, that for the purposes of voting on all matters to come before the Association, each platted lot shall be entitled to one vote, regardless of the number of individual owners thereof. The Association shall hold a general membership meeting no less than annually on the second Sunday of January at 2:00 o'clock, p.m. at such place as may be designated. At the annual meeting of the Association, officers of the Association will be elected consisting of no less than a President and Secretary and such other officers as the members may deem advisable and the members of the Committee shall be appointed and elected for the ensuing year. The Committee shall consist of not less than three nor more than five members, the exact number to be determined at the annual meeting of the Association and one member of the Committee shall be designated as the Chairman. In addition, the Association may adopt such By-Laws, rules and regulations as the membership may deem advisable in the furtherance of its purposes, provided, however, that no such By-Law, rule or regulation shall be inconsistent with or in contravention of the Restrictions contained in this Declaration unless the same have first been amended in accordance with the procedure described hereinbelow. Until the first annual meeting of the Association, Declarants shall act as the Committee.

The Restrictions contemplated by this Declaration are herewith stated to be as follows:

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 structures 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 and one-half (2 1/2) stories or thirty-five (35) feet in height, whichever is less, with an attached private garage.

C. No residential structure shall be erected or placed on any building plot which has an area of less than thirty thousand (30,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot" Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than forty-five (45) feet to the rear lot line nor nearer than sixty (60) feet to the front lot line, provided however, that where construction involves more than one story, the rear yard shall be increased by fifteen (15) feet for each additional story. No building shall be located nearer than twenty (20) feet to any side line of any building plot, provided however, that where construction involves more than one story, the side yards shall be increased by fifteen (15) feet for each additional story. On corner lots used for residential purposes, regardless of which way the dwelling faces, one streetside yard shall comply with the above front yard requirements and the other streetside yard shall be not less than one-half of the applicable front yard requirement.

D. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside radio, television or other electronic antenna, aerial or satellite receiving dish shall be erected on any building plot without written consent of the Committee. No posters or advertising signs of any kind, except residential "for sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, or incinerators shall be erected, placed or permitted on any building plot. Outside trash receptacles are allowed, providing they are shielded from being viewed from public streets and roads. All liquid storage tanks must be buried beneath ground level. All weeds and grass shall be cut down to a maximum height of eight (8) inches above ground level. All plots shall be kept free of all types of trash and debris. No animals, livestock or poultry of any kind shall be raised, bought or kept, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose.

All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or any claims arising from such excavations.

E. 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 of the above-mentioned specifications. All fences shall be maintained in such a manner so as not to be unsightly to the neighboring properties.

F. No mobile home, trailer, "double wide" mobile home, basement, shack, garage, barn, temporary structure or other out-building shall be erected on said real estate without the prior written consent of the Committee. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

G. Prior to commencement of construction of any structures, the plans and specifications therefor (including elevations and proposed sewage disposal facilities) shall be submitted to and approved in writing by the Committee. The exposed foundation walls of all main residential structures must be constructed or faced with brick, stucco, or stone veneer on exposed foundation of front and sides of dwelling. All other portions of exposed foundation, if not brick or stone veneer must be painted. Any grade change exceeding twenty-four (24) inches must be approved by the undersigned.

H. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes:

1. Two thousand four hundred (2,400) square feet for one-story dwellings.
2. One thousand six hundred (1,600) square feet for split level dwellings. Total square footage must be 2,400 square feet.
3. One thousand four hundred (1,400) square feet for one and one-half (1 1/2), two (2) and two and one-half (2 1/2) story dwellings on the ground floor. Total square footage must be 2,400 square feet.

I. For each single-family dwelling, there must also be erected, an attached private garage for not less than two (2) cars with each car stall to be of a minimum size of ten

(10) feet by twenty-one (21) feet. Garage doors shall have automatic openers and shall be closed except when entering or leaving the garage.

J. 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.

K. Dwellings constructed elsewhere and previously occupied shall not be moved onto any lot in this subdivision.

L. A perpetual license and easement is hereby reserved in favor of and granted to Blair Telephone Company, Cable USA, Inc., City of Blair Utilities, Omaha Public Power District and Minnegasco, their successors and assigns to erect and operate, maintain, repair and renew underground utilities, and their accessories and other instrumentalities for the supply of electric power, gas, water, telephone and cable television under and upon a sixteen (16) feet strip of land adjoining the perimeter boundary lines that divide the subdivision from other property, a sixteen (16) feet strip of land adjoining the front boundary lines of each of said lots in said subdivision and an eight (8) feet strip of land adjoining the side boundary lines of each of said lots in said subdivision; said license being granted for the use and benefit of all present and future owners of lots in said subdivision. All electric power, telephone, cable television and other utility service lines shall be placed underground.

M. 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.

N. At the time any structure intended for habitation is constructed, the owner shall at the same time construct and connect said structure to an adequate sewage disposal facility. The sewage disposal facility shall be designed and constructed to comply with the applicable regulations and specifications of the Nebraska State Health Department, and the City of Blair, Washington County, Nebraska.

O. No dwelling shall be of flat roof design.

P. No dwelling may be built of material other than wood, stone (except veneer), stucco, brick or a combination thereof except as approved by the Committee. Roofs shall be covered by wood shingles, tile, slate, or other materials

approved by the Committee.

Q. All utility lines leading from lot line to dwelling shall be placed underground.

F. Each dwelling shall have its own mailbox and the Committee may require that the same be of uniform design.

S. 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 altered or changed substantially without prior written permission of the Committee.

T. No owner shall park or keep, store, or maintain a trailer, mobile home, motor home, boat, recreational or similar type vehicle upon the exterior of any lot.

U. Windows in all dwellings shall be at a minimum clad or wood casement and double hung, excluding all slider units, subject to the approval of the Committee.

V. The colors of the outside of all dwellings shall be approved by the Committee. All chimneys shall be faced with brick, stone or stucco.

W. All alarm systems shall be monitored and if the same incorporate an audible alarm, they shall be set so that the audible alarm sounds for no longer than five minutes.

X. No trees shall be removed from any of the real estate described hereinabove without the prior consent of the Committee.

Y. No repair of automobiles or similar activities will be permitted outside of the garage on any lot at any time. No clothes lines shall be permitted outside of any dwelling at any time except one umbrella clothes line per lot. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and all other lots in the addition.

Z. 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, Washington County, Nebraska.

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 first day of January, 2000, unless at any time waived, changes, or amended in writing, by the owner or owners of a majority of the lots comprising the real estate described hereinabove, and after the first day of January, 2000, 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.

STATE OF NEBRASKA COUNTY OF WASHINGTON ) SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 23rd DAY OF JANUARY A.D. 19 92  
AT 10:53 O'CLOCK A.M. AND RECORDED IN BOOK  
328 AT PAGE 188-194  
COUNTY CLERK Christine Peterson  
DEPUTY Debra Madson

Michael A. Jacobson  
MICHAEL A. JACOBSON

Deborah L. Jacobson  
DEBORAH L. JACOBSON

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
STATE OF NEBRASKA )

) :ss:  
WASHINGTON COUNTY )

On this 15th day of January, 1992, came Michael A. Jacobson and Deborah L. Jacobson, to me personally known, and having been first duly sworn, stated that they subscribed their signatures to the above Declaration, and that their signatures are their voluntary act and deed.



Renee L. Myers  
NOTARY PUBLIC