

DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR RIVERSIDE ESTATES SINGLE FAMILY LOTS

SEP 18 PM 2:33

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

THIS DECLARATION, made on the date hereinafter set forth by PJR INVESTMENTS, LLC, hereinafter referred to as the "Declarant",

WITNESSETH:

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

Riverside Estates, a subdivision of 5 Lots, Sec30, T19N, R12E  
of 6<sup>th</sup> PM Washington County, Nebraska.

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

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.

ARTICLE I  
DEFINITIONS

- A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- B. "Properties" shall mean and refer to all of Lots 1 through 5, inclusive, in Riverside Estates, a subdivision as surveyed, platted and recorded in Washington County, Nebraska.
- C. "Lot" shall mean and refer to each of Lots 1 through 5, inclusive, in Riverside Estates, a subdivision as surveyed, platted and recorded in Washington County, Nebraska.
- D. "Declarant" shall mean and refer to PJR Investments, LLC, and its successors and assigns.
- E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

ARTICLE II  
ARCHITECTURAL CONTROL

- A. No dwelling, fence, wall, pathway, driveway, patio, patio cover or enclosure, deck, porch, or

Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

- C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. If submittals for the approval are made in duplicate, the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. If only one set of documents is submitted, it will be retained by the Committee and the comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks, if any.
2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

### ARTICLE III

#### RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Residential Lots. Lots 1 through 5, inclusive, in Riverside Estates shall be subject to the following restrictions.

1. The Lot shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.
2. No building shall be created altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

Lots 1 through 5, inclusive, shall be subject to the following minimum requirements:

- a. Each one story dwelling unit shall contain no less than 1,600 square feet of Living Area above the basement level and exclusive of garage area.
- b. Each one and one-half or two story dwelling unit shall contain no less than 2,200 square feet of total Living Area above the basement level with a minimum of 1,200

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred-fifty (450) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.
2. For the purposes of these restrictions, two-story height shall, when a basement is exposed above finish 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, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. A basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.
3. Exposed portions of the foundation on the front and rear of each dwelling are to be covered with clay-fired brick or stone. Exposed portions of the foundation on the sides of every dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.
4. In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front and rear of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fire brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the side of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.
5. Fences on the side and rear yards shall be constructed only of wood, decorative iron, brick, or stone and shall not exceed six (6) feet. Fences built forward of the front wall of the dwelling will be decorative in nature, no more than forty-two (42) inches high, and constructed of brick, wrought iron, stone, or wood and will be fifty per cent (50%) open. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.
6. No structure of a temporary character, trailer, basement, tent, shack, barn, or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated, or factory built house, or manufactured housing, trailer homes or mobile homes shall be moved onto any of said Lots. No full or partial subterranean dwellings shall be constructed or erected on any Lot. No existing dwelling shall be moved from outside of the Properties onto any of said Lots. This prohibition specifically includes mobile homes, manufactured or prefabricated homes, and modular homes.
7. Roofs. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof composition of not less than 225 lb. shingles, or equivalent.

10. No incinerator, or trash burner, shall be permitted on any Lot. No garbage, 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. 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 clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard or side of the dwelling and in no case closer than ten (10) feet to the neighboring property line.
11. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage or accessory building. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more 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 done on the premises must be done in the garage or accessory building. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.
12. 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 capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches.
13. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.
14. 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.
15. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling or from the date the building permit was issued for said dwelling, whichever is earlier.
16. Small vegetable gardens and rock gardens shall be permitted.
17. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details.
18. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign

completed or the date on which the building permit for said structure was issued, whichever is earlier.

21. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, except satellite dishes eighteen (18) inches in diameter or less, shall be allowed on the Lots unless completely screened from view from every street and from all other Lots in the Subdivision in a manner approved by the Architectural Control Committee. Satellite dishes with a diameter of eighteen (18) inches or less shall be permitted only with the approval of the Architectural Control Committee in its sole and absolute discretion.

#### ARTICLE IV EASEMENTS AND LICENSES

- A. A perpetual license and easement is hereby reserved in favor of and granted to Huntel Telephone Company, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and 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 eight (8) foot strip of land adjoining the front boundary lines of said Lots, and said license is 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 said utility companies fail to construct any 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 easementways. No permanent buildings shall be placed in perpetual easementways, 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 right herein granted.
- B. All telephone, cable television, and electric power service lines from property line to dwelling shall be underground.

#### ARTICLE V GENERAL PROVISIONS

- A. The purchase of any lot will automatically cause the purchaser to become a member of a non-profit property owners "Association" under the laws of the State of Nebraska, formed for the purpose of providing:
1. The maintenance, repair, and improvement of the Streets and Roadways within the Subdivision.
  2. The maintenance, repair, and improvements of a water system, should a water system be installed.

The Streets and Roadways Improvements are presently dedicated to the public and have not been accepted by any governmental subdivision. The Association shall forever have the sole

the association.

- B. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provision of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.
- C. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by all of the Owners of the lots.
- D. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

In addition to the covenants enumerated herein, the above-described property shall be subject to all applicable zoning and subdivision ordinances, rules and regulations of Washington County, Nebraska, and any other political subdivision having jurisdiction over Riverside Estates.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 15<sup>th</sup> day of September, 2000.

DECLARANT:

PJR INVESTMENTS, LLC

BY: Pamela K. Realph  
Pamela K. Realph, Manager

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 15<sup>th</sup> day of September, 2000, before me the undersigned, a Notary Public in and for said County and State, personally came Pamela K. Realph, known to me to be the Manager of PJR Investments, LLC, and acknowledged that she executed as the voluntary act and