

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-39313

2001 NOV 28 P 1:31 PM

Glenn J. Smith

REGISTER OF DEEDS

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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Easements and Restrictions (the "Declaration") is made as of the 27 day of November, 2001 by Daniel Roth, Barbara Roth, their assigns, heirs, and legal representatives (hereinafter referred to as "Declarant").

WITNESSETH:

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

LEGAL DESCRIPTION

Deer Creek lots 1,2,3 and 4, being a platting of the north 20.00 acres of the east ½ of the SE ¼ of section 14, T14N, R10E of the 6th P.M., Sarpy County, Nebraska, described as follows: beginning at the NE corner of said SE ¼; thence S00°06'51"E (assumed bearing) 660.25 feet on the easterly line of said SE ¼; thence S89°46'46"W 1,319.56 feet on the southerly line of said north 20.00 acres to the easterly line of Rolling Prairie Estates, a subdivision in said Sarpy County; thence N00°06'20"W 660.25 feet on the easterly line of said Rolling Prairie Estates to the NE corner thereof; Thence N89°46'46"E 1,319.46 feet on the northerly line of said East ½ to the point of beginning.

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

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Gretna NE 68028

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. 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. For the purposes of this document, the word 'animals' is not meant to include such things as fish, birds, hamsters, and other small animals generally kept indoors. The aggregate of all animals permitted on each Property shall not exceed eight (8) with no more than three (3) of the total being hoofed animals and no more than three (3) of the total being dogs unless written approval is granted by Declarant. The buildings and pens to contain animals shall comply with the construction requirements within this document. All animals shall be kept on the owner's property and not allowed to wander unaccompanied onto other lots or physically disturb or harm owners of other properties or their guests.

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. Approval of the building design and placement of the improvements on each Property shall be in the Declarant's absolute and sole discretion but shall not be withheld arbitrarily. 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. 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 1,750 square feet of finished living area;

(ii) A split-level, one and a half (1 ½) story, two story, tri-level, or other multi-level home shall contain not less than 2,100 square feet of finished living area;

The computation of finished living area shall be exclusive of porches, breezeways and garages. Waivers from these requirements may be requested by submitting a letter sized (8 ½" x 11") drawing of the exterior of the house and the floor plan to

2001-39313B

the Declarant. The waiver must then be approved by the owners of each lot or those with pending purchase contracts.

(b) All residences shall be constructed with a minimum of a built-in or attached two car garage.

(c) Vehicular access to all Properties shall be via the common access road. Additional driveways or roads directly accessing 216th Street are not permitted.

(d) All power, telephone or other service wires for residences shall be buried underground.

(e) Mailboxes shall be mounted on the group mailbox stand along the Deer Creek common access road and near 216th St. in a location approved by the local Post Office. All mailboxes shall be of uniform size and shape.

(f) No fuel tanks on the outside of any house shall be exposed to view.

(g) All water wells and septic tanks shall be at least fifty (50) feet from each Lot's property line.

(h) No building shall be located on any property nearer than fifty (50) feet from each owner's property line.

(i) Construction of each dwelling or structure on a Property must be completed within one (1) year after excavation for footings. Any barn, garage or outbuilding 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) 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.

(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) Fences must be constructed using high quality craftsmanship and materials. Chicken wire shall not be used as a fencing material.

(m) No property shall be subdivided to less than the area designated on the original plat.

5. Maintenance of, and activities on, any Property shall be subject to the following requirements:

(i) Not less than two (2) ornamental or deciduous shade trees must be planted on each property within one (1) year after completion of the home, and thereafter maintained in good growing condition, and replaced as necessary. Trees may not be planted within utility easement areas established by this declaration or designated on the recorded plat of Deer Creek. However shrubs, crops, gardens, hedges or other plants may be permitted within any easement area provided, such shrubs, crops, gardens, hedges or other plants do not adversely affect the safety or use of the easement area. See item 7 for definition of utility easement areas.

(j) 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 18 inches with the following exceptions:

- in the area within 40 feet of the main residential structure, weeds and grass must be kept cut to a height of no more than 6 inches.
- in the area within 10 feet of the North property line of lots 1 and 4 (the wooded fence line) grass height may exceed 18 inches provided the grass is free of weeds.

Property owners are responsible for the trimming of grass and weeds on their property along the common access road leading into Deer Creek. Owners of Lots 1 and 2 along 216th St. are not required to, but may at their own discretion, maintain all or part of the area within 50 feet of the center of 216th St.

(k) Each Property owner shall be assessed a reasonable fee for the maintenance of the Deer Creek common areas. Such maintenance fee (initially set at \$150 per year) shall be used to provide professional snow removal on the common access road when snow is deeper than 4 inches, new road rock as needed (including delivery and spreading), and mowing and maintenance of the area within 50 feet of the center of 216th Street when the height of grass in this area exceeds 18 inches. Such maintenance fee shall be paid within thirty (30) days after receiving notice from the Declarant of the amount due. 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. 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. All property owners are responsible for payment of their assessment whether or not they occupy a dwelling on the Property.

6. The Declarant is hereby given the legal 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 (12%) percent annually from the date incurred.

7. A perpetual easement is hereby granted to the Omaha Public Power District, Qwest Corporation, 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 the 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 (5') foot wide strip of land abutting all front and side boundary lot lines and an eight (8') foot wide strip of land abutting the rear boundary lines of all lots. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in said easement ways, but the 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.

8. 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 at least seventy percent (70%) of the properties. The 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 at least seventy (70%) of the Properties and has been recorded in the public records prior to the commencement of any such ten-year period.

9. 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 lot owned in all matters appropriately before the owners of all of the Properties. Decisions on such issues must be agreed upon by a clear majority of the Property owners (three (3) of the four (4) votes).

10. 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.

11. Invalidation of any provision of this Declaration by judgement 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

2001-39313F

cases where the Declarant, in Declarant's sole discretion, deems it necessary or advisable because of unusual circumstances or to prevent hardship.

12. The Declarant does hereby specify, agree, designate and direct that this Declaration and all of it's provisions are and shall be deemed covenants running with the Lots and shall insure 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:

Daniel Roth

Daniel Roth

Barbara Roth

Barbara Roth

STATE OF Nebraska

COUNTY OF Sarpy

The foregoing instrument was acknowledged before me on November 27th,
20 01, by Daniel Roth and Barbara Roth.

[Signature]
Notary

