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MISC 2003 00432

RICHARD H. TAKEER
REGISTER OF DEEDS
DOUGLAS COUNTY

2003 JAN -7 PM 12:32

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**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR PAWNEE VALLEY ADDITION, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, is made by Mark S. Baty and Pam K. Baty, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 1-3, Pawnee Valley, 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".

These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following real estate for a period of twenty-five (25) years from the execution of this instrument. These covenants may be renewed for additional periods of ten (10) years by unanimous approval of all lot owners prior to the expiration of the then current term.

If the present or future owners of any said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of

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these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him, her, or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Prior to the sale of all Lots, Declarant reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the Declarant deems it necessary or advisable in unusual circumstances or to prevent hardship.

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

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. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot, is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. Each Lot within the properties shall be used exclusively for single family residential purposes.

2. No building or structure of any sort may ever be placed, erected or used for business, professional trade or commercial purposes on any of the Lots within the properties.

3. The finished square footage of the enclosed living area of main residential structures, exclusive of porches, breezeways, basements, and garages, shall not be less than the following minimum sizes:

- a. 1,600 square feet for a one-story dwelling;
- b. 2,200 square feet for a 1 1/2 story or 2 story dwelling, with a minimum of 1,000 square feet on the first level.

4. For each dwelling there must be erected a private garage for not less than two (2) cars, nor more than four (4) cars. Each two (2) stall garage must be a minimum of fourteen (14) feet deep by twenty-six (26) feet in width; if a three (3) or four (4) stall garage, each adjacent two (2) stalls must be a minimum of fourteen (14) feet deep by twenty-six (26) feet in width.

5. All exposed side and rear or concrete block foundation walls must be painted. All foundations shall be constructed of concrete, concrete blocks, brick or stone.

6. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said

dwelling.

7. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, camper truck, tractor or similar recreational or business vehicle shall be maintained or stored on any part of the Lot (other than in an enclosed structure). No grading or excavating equipment, trucks, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yard, driveway or street. However, this restriction shall not apply to equipment necessary for construction of residential dwellings during their period of construction.

8. All structures on any lot must be new construction. No modular or previously constructed, relocated structure may be placed on any lot. No unused building material, junk or rubbish shall be left exposed on any lot except during actual building construction and then only when left in a neat and orderly manner so as to prevent materials and rubbish from blowing into other lots and to eliminate any hazards or injury to persons on property. No temporary structure including but not limited to a trailer, basement, barn or out-building shall be erected upon, or used on any lot at any time as a residence, either temporarily or permanently.

9. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except for one sign per Lot consisting of not more than six (6) square foot advertising a Lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably

disturb the owner or owners of any Lot or any resident thereof.

10. The foregoing Paragraph 9 shall not apply to the business activities, signs and billboards or the activities of the Declarant, their agents, or assigns, during the construction and sale of the Lots.

11. No solar panels shall be allowed.

12. No repair of any boats, automobiles, motorcycles, trucks, campers 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.

13. All rubbish, trash and garbage shall be removed from the properties, and disposed of in compliance with applicable laws and regulations.

14. No trash or other refuse shall be placed or dumped on any vacant building site or Lot.

15. No garden crop shall be grown upon that portion of any Lot nearer to the street than the building setback lines.

16. Ground cover shall be maintained on all Lots in order to prevent erosion. All dead trees and shrubbery must be removed at the owner's expense. The owner shall take whatever steps necessary to control noxious weeds on his real estate.

17. All power and telephone service wires on all of the Lots shall be buried underground.

18. One well (exclusively for each such Lot) is permitted per lot for providing potable water for human consumption. Well installation

shall be provided by the lot owner. Each well will be designed and installed in full compliance with all applicable federal, state and local laws and regulations.

19. Installation and maintenance of all septic sanitary sewer systems shall be the responsibility of the respective owner of each Lot. All septic sanitary sewer systems shall be approved and installed in full compliance with all applicable federal, state and local laws and regulations.

20. No more than two (2) horses shall be allowed per lot, and then only upon approval from appropriate Douglas County authorities. No other animals, sheep, swine, goats, fowl or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets maintained within a residence may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No more than two (2) dogs over the age of six (6) months, and no more than two (2) cats over the age of six (6) months may be kept within a residence or on a lot. Owners shall make every effort to keep their dog or cat confined to their property, and shall not allow their dog or cat to run at large.

21. Other than a barn to house two (2) horses no stable or other shelter for any animal, fowl, poultry, swine, sheep and goats shall be erected, altered, placed or permitted to remain on any Lot. However, a dog house shall be permitted in the rear of the residence.

22. Horses will be kept to the rear of the residence. All structures used for the housing and maintenance of the horses and any

areas where they are kept or maintained, shall be maintained at all times in a clean, neat, orderly manner by the owner of said real estate. All manure must be removed from the premises and disposed of in accordance with all applicable laws and regulations at least weekly. All fencing must be kept in good condition and not allowed to deteriorate. The owner of each Lot shall take all reasonable and necessary steps to insure adequate rodent control on said Lot.

23. Barns or storage sheds shall be constructed of wood frame or metal but any such building must be at least 150 square feet in floor size. Any such building must be kept in good repair. All exterior wall surfaces and all wood surface areas must be painted or stained and sealed at all times. All out buildings must be two-toned in color and have at least a one (1) foot soffit around entire perimeter of roofline.

24. 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.

25. Any exterior air conditioning condenser units shall be placed in the rear yard or any side yard so as not to be visible from the street. If placed in a side yard, the units shall be screened from view by landscaping or architectural means.

26. No grass, weeds, other vegetation, or otherwise objectionable shrubs or trees will be grown or 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.

27. These foregoing covenants and restrictions may be amended by Declarant at any time prior to all 3 lots being sold. They may be amended at any time thereafter by unanimous approval of all of the lot owners at anytime after all lots sold, the owners may waive or modify any architectural requirements by unanimous approval.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 6 day of Jan, 2002.

Mark S. Baty
Mark S. Baty, Declarant

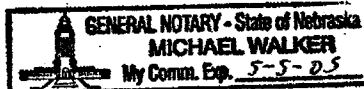
Pam K. Baty
Pam K. Baty, Declarant

ATTEST:

[Signature]
Witness

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of December, 2002, by Mark S. Baty and Pam K. Baty.



Notary Public

[Signature]