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Lloyd J. Dowding
REGISTER OF DEEDS

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LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

31103

2000-31103A

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This Declaration of Covenants, Easements and Restrictions (the "Declaration") is made as of the _____ day of _____, 2000, by JULIE A. DICKINSON FJELL, a married person; DAVID J. DICKINSON, a single person; AMY L. LITTLEJOHN, a married person; MATTHEW J. CERONE, a single person; SHANE M. CERONE, a married person; and ANTHONY L. CERONE, a single person (hereinafter referred to, collectively, as "Declarant").

WITNESSETH:

WHEREAS, the parties comprising Declarant are the owners, as tenants in common as to an undivided one-sixth (1/6) interest each, of the following legally described real property, to wit:

Lots One (1) through Five (5), inclusive, in Albro Acres, a subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska; (unless the context otherwise requires, the above-described real property shall be referred to individually as a "Lot" and collectively as the "Lots").

WHEREAS, Declarant desires to subject the Lots 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 Lots.

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 Lots 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 Lots shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Declaration; and every grantee of any interest in the Lots, by acceptance of a deed or other conveyance of such interest, shall own and take subject to the provisions of the Declaration and shall be deemed to have consented to the terms hereof.

2. The Lots shall be used for single-family residential and related gardening or farming purposes only. Household pets may be kept and maintained on the premises for the use, benefit and pleasure of the owner of a Lot 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 a permit from any governmental authority. The

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aggregate of all animals permitted on each Lot shall not exceed more than one (1) per acre. No swine shall be kept on any of the Lots.

3. Prior to any construction or grading on any Lot, whether for any initial or subsequent work, the owner of such Lot must first submit construction plans to the Declarant and secure the Declarant's written approval thereof. The decision of the Declarant regarding the building design and placement of the improvements on each Lot shall be in the Declarant's absolute and sole discretion. 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. In the event an owner of a Lot contemplates construction of a fence, such plans shall include the type of material to be used and the height and location thereof. Any plans submitted to the Declarant will not be returned to the owner of the Lot. Within thirty (30) days after receipt of the plans, the Declarant shall either notify the owner of the Lot in writing of its approval of plans or of disapproval with reasons therefor.

4. Construction on, or improvement to, any Lot shall be subject to the following restrictions:

(a) No residential structure shall be permitted on any Lot 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 1,800 square feet of finished living area;

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

(iii) For a one and a half (1 1/2) story home, the total finished living area for the first and second floors shall contain not less than 2,100 square feet; and

(iv) For a two story home, the total finished living area for the first and second floors shall contain not less than 2,150 square feet.

The computation of finished living area shall be exclusive of porches, breezeways and garages.

(b) All residences shall be constructed with a built-in, attached two (2) car garage.

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- (c) All power, telephone or other service wires for residences shall be buried underground.
- (d) All water wells and septic tanks shall be at least fifty (50) feet from each Lot's property line.
- (e) Assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage, and the storage or parking of cars, trucks, equipment or other machinery shall likewise be prohibited for any period longer than sixty (60) days; provided, however, that an owner of a Lot may place not more than two (2) antique ornamental or decorative pieces of equipment or machinery on any such Lot.
- (f) All trash and garbage shall be contained and enclosed in metal or plastic containers.
- (g) Construction of each dwelling or structure on a Lot must be completed within one (1) year after excavation for footings. Any barn to be constructed on a Lot may be constructed at the same time as, or after, the construction of the dwelling on the Lot.
- (h) Any barn or other accessory buildings on a Lot shall be constructed, installed and maintained on the west side of the dwelling on the Lot.
- (i) Any barn or other accessory buildings on a Lot 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.
- (j) No Lot shall be subdivided to less than eleven and one-half (11.5) acres.

5. All structures used for the housing or maintenance of any permitted animals, and any areas where permitted animals are maintained or kept shall be maintained at all times in a clean, neat and orderly manner by the owner of the Lot. All fencing must be kept in good, workable condition and not allowed to deteriorate or look in disrepair. Each owner shall take all reasonable and necessary steps to insure adequate rodent and pest control on such owner's Lot.

6. Trees, shrubs, crops, gardens, hedges or other plants may be permitted within any private driveway or any easement area established by this Declaration or designated on the recorded plat of Albro Acres; provided, such trees, shrubs, crops, gardens, hedges or other plants do not adversely affect the safety or use of the private

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driveway or the easement area. Each Lot owner shall take whatever steps are necessary to control noxious weeds on such owner's Lot.

7. Each Lot owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of his, her or its Lot.

8. No objectionable, unlawful or offensive trade or activity shall be carried on upon any Lot; nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood or surrounding Lots.

9. No Lot shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding neighborhood or Lots. No firearms or guns of any type shall be fired or discharged upon, over, or across any Lot. All rubbish, trash and garbage shall be removed from the area and shall not be burned by open fire, incinerator, or otherwise on any Lot, or any part thereof, without a burning permit issued by a local approving authority.

10. No dwelling house or outbuilding constructed in another area and no prefabricated house may be moved onto or permitted to remain on any Lot or portion thereof without the prior written approval of Declarant. No owner of a Lot shall have more than three (3) trailers, boats, automobiles, trucks or other recreational or business vehicles unenclosed on any Lot, and all other such chattels shall be maintained in an enclosed structure. No trucks, tractors or refrigerated trailers shall be allowed to continue operating while parked on any Lot. No signs (except real estate for sale signs), or billboards of any type or nature whatsoever shall be placed or constructed or erected on any Lot.

11. A perpetual easement is hereby granted to the Omaha Public Power District and U.S. West Communications, Inc., 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 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 foot (5') wide strip of land abutting the front and side boundary lot lines and an eight foot (8') 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 the said easement ways, but 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.

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12. The Declarant is hereby given the right to enter upon any vacant or unattended Lot 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 Lot shall pay any reasonable costs and expenses actually incurred on this account upon demand made therefor by Declarant, plus interest thereon at the rate of twelve percent (12%) per annum from the date incurred.

13. 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 sixty percent (60%) of the Lots. This Declaration shall be enforceable by the Declarant, or the owner of any Lot subject to the reserved rights of Declarant, and their respective heirs, personal and legal representatives, successors and assigns, from the date this Declaration is recorded through December 31, 2018, 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 sixty percent (60%) of the Lots and has been recorded in the public records prior to the commencement of any such ten-year period.

14. The Declarant's rights, duties, and responsibilities under this Declaration shall automatically transfer to the owners of the Lots two (2) years after the Declarant transfers or sells the last Lot to any third party owner. Thereafter, the owner or owners of each Lot shall have a twenty percent (20%) vote in all matters appropriately before the owners of all of the Lots, with a majority of those interests controlling any such matter or issue.

15. 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.

16. Invalidation of any provision of this Declaration by judgment 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 Lot or Lots in cases where the Declarant, in Declarant's sole discretion, deems it necessary or advisable because of unusual circumstances or to prevent hardship.

17. Any approval, disapproval, modification, waiver, amendment or any other action that may be taken by Declarant under this Declaration shall be valid and

enforceable for all purposes if evidenced by a writing signed by not less than four of the six parties comprising the Declarant hereunder.

18. Scott Fjell, the husband of Declarant Julie A. Dickinson Fjell; Douglas Littlejohn, the husband of Declarant Amy L. Littlejohn; Sarah Cerone, the wife of Declarant Shane M. Cerone; and Molly Dickinson, the wife of Declarant David J. Dickinson, execute this Declaration to submit and bind any marital interest they may have in the Lots to the terms and conditions hereof, and for no other purpose.


19. The Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions are and shall be deemed covenants running with the Lots and shall inure 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:


Julie A. Dickinson Fjell


Matthew J. Cerone



David J. Dickinson


Shane M. Cerone



Amy L. Littlejohn



Anthony L. Cerone

SPOUSES:


Scott Fjell


Sarah Cerone


Douglas Littlejohn


Molly Dickinson

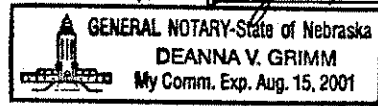
2000-311036

STATE OF NEBRASKA)
)
COUNTY OF Sarpy) ss

The foregoing instrument was acknowledged before me on the 28 day of Nov, 2000, by Declarant Julie A. Dickinson Fjell and her spouse, Scott Fjell.

Deanna V. Grimm
Notary Public

My commission expires: Aug 15, 2001

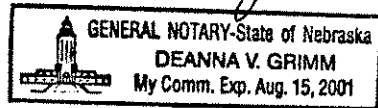


STATE OF NEBRASKA)
)
COUNTY OF Sarpy) ss

The foregoing instrument was acknowledged before me on the 28 day of Nov, 2000, by Declarant David J. Dickinson and his spouse, Molly Dickinson.

Deanna V. Grimm
Notary Public

My commission expires: Aug 15, 2001

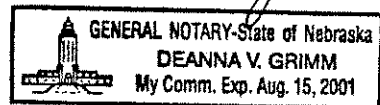


STATE OF NEBRASKA)
)
COUNTY OF Sarpy) ss

The foregoing instrument was acknowledged before me on the 28 day of Nov, 2000, by Declarant Arny L. Littlejohn and her spouse, Douglas Littlejohn.

Deanna V. Grimm
Notary Public

My commission expires: Aug 15, 2001



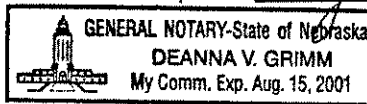
2000-31103H

STATE OF Nebraska)
) ss
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me on the 28 day of Oct, 2000, by Declarant Matthew J. Cerone, a single person.

Deanna V. Grimm
Notary Public

My commission expires: Aug 15, 2001

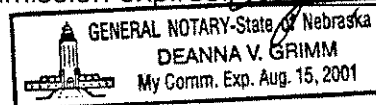


STATE OF Nebraska)
) ss
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me on the 28 day of Nov, 2000, by Declarant Shane M. Cerone and his spouse, Sarah Cerone.

Deanna V. Grimm
Notary Public

My commission expires: Aug 15, 2001



STATE OF Nebraska)
) ss
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me on the 28 day of Nov, 2000, by Declarant Anthony L. Cerone, a single person.

Deanna V. Grimm
Notary Public

My commission expires: Aug 15, 2001

