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AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of the 31st day of March, 2000 by Heartland Acreage Developers, Inc., a Nebraska Corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner and developer of certain real property located in Washington County, Nebraska, known as Allen Hills Subdivision and more particularly described as follows:

Lot 1-63, inclusive, in Allen Hills Subdivision, a subdivision of Washington County, Nebraska; (the "Property") and

WHEREAS, Declarant intends to develop the Property for residential purposes and to sell individual lots to third party purchasers for the construction of single-family dwellings; and

WHEREAS, a Declaration Of Covenants, Conditions And Restrictions was recorded in the Office of the Register of Deeds of Washington County, Nebraska at Book 285 Pages 8-19 on June 30, 1998. (the "Declaration") A First Amendment to Declaration of Covenants, Conditions and Restrictions was recorded in the Office of the Register of Deeds in Washington County, Nebraska on October 21, 1999 (the "First Amended Declaration") and a Second Amendment to Declaration of Covenants, Conditions and Restrictions was recorded in the Office of the Register of Deeds in Washington County, Nebraska on August 10, 1999 (the "Second Amended Declaration"); and

WHEREAS, it is intended through this Amended and Restated Declaration of Covenants Conditions and Restrictions to combine and supercede the Declaration, the First Amended Declaration and the Second Amended Declaration. Declarant, being the owner of at least 35 percent of the lots in the subdivision, by virtue of provisions of the Declaration hereby exercises its power to Amend and Restate the Covenants for the benefit of the subdivision and all owners of lots therein; and

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

NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors, assigns and all future grantees and successors in title, hereby imposes, creates, and places upon the Property the reservations, conditions, covenants and restrictions (all of which are hereby termed "Covenants") set forth below. Declarant further declares that the Property 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 the Property 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 Property 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 the Property, 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 covenants are omitted from any deed or instrument of conveyance of said lands, or any part thereof. This Amended and Restated Declaration of Covenants, Conditions and Restrictions is intended to supersede and replace the Declaration, First Amended Declaration and Second Amended Declaration and is hereby adopted by the Declarant pursuant to the powers granted to it thereof.

By accepting the delivery of a deed conveying any of the Lots, a grantee shall bind himself, herself, his or her heirs, his or her personal representatives, administrators, successors, assigns and grantees to observe and perform all covenants as fully as if they have joined in this Declaration.

When used in this Declaration, the following terms shall be defined as set forth hereinbelow:

"*Owner*" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those that have such interest merely as security for the performance of an obligation.

"*Property*" shall mean and refer to all real estate that is subject to this Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1-63, inclusive, of Allen Hills Subdivision and all common area or Green Space

"Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions and all supplements or amendments hereto.

"Declarant" shall mean and refer to Heartland Acreage Developers, Inc., a Nebraska corporation.

"Association" shall mean or refer to Allen Hills Association, Inc., a Nebraska non-profit corporation of which each owner shall be a member. In addition, the Audubon Society of Omaha shall be an ex-officio member of the association..

"Committee" shall mean and refer to the Design Review Committee, which shall be appointed by the Association.

"Subdivision" shall mean the Allen Hills Subdivision, as surveyed platted and recorded in Washington, County, Nebraska.

"Green Space" shall mean the area designated as green space on the recorded plat of Allen Hills Subdivision which is subject to a conservation easement granted to the Audubon Society of Omaha and any other entity to which the conservation easement is transferred or assigned. Any activity that is proposed to take place in the green space must be coordinated with the Audubon Society of Omaha as required by the conservation easement recorded with reference thereto.

"Building Site" shall mean any Lot or combination of Lots configured for the construction of a single family dwelling and accessory buildings. References herein to Lots shall include Building Sites.

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

A. The Lots and Building Sites shall be used for single-family residential purposes only, except such Lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, education, charitable or non-profit recreational or conservation uses.

B. No structure shall be erected, altered, placed or permitted to remain on any Lot, as hereinafter defined, other than one single-family dwelling not to exceed two stories or 35 feet in height, whichever is less, and accessory buildings, as hereinafter defined. No accessory Building shall be constructed on a Building Site unless a single family dwelling has been constructed on such Building Site.

C. Lots may be subdivided and multiple Lots combined as a Building Site only as provided in this section C.

1. No residential structure shall be erected or placed on any Lot which has an area of less than 87,000 square feet.
2. No Lot, regardless of area, shall be used for construction of a single family dwelling or any other structure if it has been reduced below its originally platted width; provided, however, that where parts of two or more Lots are combined into a new Lot, the resulting Lot may be used for construction of a single family dwelling if it meets the minimum area requirements and is at least as wide as the widest of the Lots as originally platted.
3. Where two or more Lots are combined into a single Lot, the owner shall, prior to commencement of construction, obtain the written approval of the Committee and the approval of all political subdivisions having zoning authority over the subdivision. Where two or more Lots are combined into a single Lot, such Lot shall be developed as though it had been originally platted as a single Lot. Informal development of multiple Lots as a single Lot without approval of the Committee and all political subdivisions having zoning authority over the subdivision is prohibited.
4. Once two or more Lots have been combined as a single Building Site, they shall not be sold separately unless each Lot either has a single family dwelling located on it or has no structures on such Lot of any kind; provided further, that no Lots once combined as a single Building Site may be divided or subdivided for any purpose without the approval of the Committee and all political subdivisions having zoning authority over the Subdivision.

D. With the exception of accessory buildings, no building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) attached, single-

2. 2. One and one-half story houses shall contain a minimum of 1,700 square feet in total area above the basement level, exclusive of garage area. Two story houses shall contain a minimum of 2,000 square feet in total area above the basement level, exclusive of garage area. For the purpose of these covenants, two-story height shall, when the basement wall is exposed above finished 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 basement will not be considered a story even if it is 100% above grade on one or more sides and essentially below grade on the other side
3. All dwelling units shall have attached, enclosed, side-by-side or tandem garages which must be capable of accommodating at least two (2) standard-size automobiles per living unit.
4. All construction shall be subject to Washington County planning, zoning and building regulations in effect at the time of commencement of construction. Declarant shall review all plans and specifications for all structures erected in the subdivision in the same manner as such review would be conducted by the Committee until such time as the Committee has been appointed.

E. Storage sheds, barns, carports, detached garages, and other buildings (collectively referred to herein as "Accessory Buildings") shall be located no closer to roads than the front foundation line of the residential dwelling located on any Lot. All accessory buildings of this type shall be of neat construction and of such a character as to enhance the value of the property, subject to the foregoing restrictions. Accessory buildings shall be set back at least 70 feet from the front lot line, 10 feet from the side lot line and 15 feet from the rear lot line. Storage sheds, barns and detached garages on any Lot shall not exceed a cumulative total of 2,400 square feet of enclosed area and shall be constructed of wood, stone, brick, or such other covering or veneer as may be approved by the Committee. Provided, however, that as to Lot 63 only, storage sheds, barns and detached garages shall not exceed 5500 square feet and shall not be subject to the overhang requirements of Section G.

F. When improvements are erected on any Lot in this subdivision, the Owners shall, at the same time, construct and connect said improvements to an adequate sewage disposal facility which shall meet the requirements of the applicable code.

Department of Health and of Washington County, Nebraska that are in effect at the date of construction of such improvements.

G. All structures constructed on any Lot shall meet or exceed all applicable building codes in effect in Washington County, Nebraska at the time construction is commenced, whether enacted by Washington County or any other political subdivision with jurisdiction over construction in the Allen Hills Subdivision. Exterior surfaces may be wood, stone, brick or such other covering or veneer as may be approved by the Committee. Roof overhangs shall be a minimum of twelve (12) inches at the gable ends and sixteen (16) inches at all other locations, except where such requirement would detract from overall dwelling appearance such as bay windows or as may otherwise be approved by the Committee. Prior to commencement of construction, a plot plan and complete construction plan shall be submitted to the Committee for review and approval as hereinafter set forth.

H. Except as otherwise provided herein, no fences shall be erected in front of the front line of the main residential structure on any Lot. Decorative fences no more than forty-two (42) inches in height, constructed of brick, stone, PVC or wood may be allowed upon approval of the Committee. Side and rear fences shall not exceed eight (8) feet in height. All fences shall be maintained in such a manner as to not be unsightly to the neighboring Lots.

I. No structure of a temporary character, basement, tent, shack, barn or other out building shall be used as a residence, temporarily or permanently. No dwelling previously occupied as a residence elsewhere shall be moved from outside of the Properties onto any of said Lots. This prohibition specifically includes mobile homes and doublewide mobile homes.

J. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof composition of not less than 25-year warranty shingles of asphalt, fiberglass, wood shakes, or cedar wood shingles. Each house shall have a minimum roof pitch on the main structure of 5/12.

K. In addition to the easements for utilities shown on the recorded plat of Allen Hills Subdivision, there shall also be reserved a ten (10) foot strip along each lot line of each Lot for the installation, operation and maintenance of utilities. Such reservation shall

M. Any lot designated by the Declarant at the time of closing of the sale of any lot as a "Horse Lot" may have up to but no more than three horses housed and enclosed in an adequate enclosure. Provided, however, Lot 63 may have up to but no more than six horses housed and enclosed in an adequate enclosure. Horses are the only hoofed animals that will be allowed on any Lot. Other than as stated above, no animals other than domestic household pets shall be kept on any other Lot and said pets shall be kept on a leash when not in an enclosure. Notwithstanding any other provision of this Declaration, so long as the Declarant owns at least one lot within the subdivision, it shall have the authority to designate lots as Horse Lots. In no event shall more than thirty-eight (38) Lots be approved for horses. In the event Declarant approves additional Lots for horses, it shall record a supplemental Declaration of Covenants, Conditions and Restrictions setting forth such additional Lots.

N. No automobile or recreational vehicle (including, without limitation, campers, motor homes fifth wheels or travel trailers) shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean parking the vehicle on the driveway (and not on any other part of the Lot) outside of the garage for more than three (3) consecutive days. All repair or maintenance work on automobiles must be done in the garage. The dedicated street right-of-way located between the road surface and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, trailer or other recreational vehicle. No automobiles and other self-propelled vehicles may be parked on a subdivision street permanently. Permanent parking of a vehicle shall mean parking of any vehicle which is owned by or the responsibility of a Subdivision resident or a guest of said resident, if the guest resides with the resident for more than thirty (30) days.

O. 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 any waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where dwellings have not yet been constructed, shall be allowed to reach more than a maximum height of twelve (12) inches. No material other than earth, sand, rock or gravel shall be used as fill on any Lot.

P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

Q. No noxious or offensive activity shall be carried on or 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,

R. A dwelling on which construction has begun must be completed within one (1) year from the date the Building Permit was issued for said dwelling.

S. No dwelling may be built of material other than wood, stone (except veneer), stucco, brick or a combination of both. Accessory structures may be built of other materials as may be approved by the Committee.

T. No signs may be placed or maintained on any residential Lot other than the name or names of the Owners, and such signs shall be no longer than thirty (30) inches long and eighteen (18) inches wide. Signs for the sale of a house may be displayed on said Lot.

U. Prior to the commencement of construction of any improvement on any residential building lot, a plot plan and a complete set of the plans and specifications therefor, including elevations and proposed septic system, shall be submitted to the Committee for approval. The Committee shall be composed of members of the Association appointed as provided in the Bylaws. The review shall be conducted in a manner to assure that the construction is consistent with this Declaration. Until such time as fifty-eight (58) lots have been sold, Declarant shall be a member of the Committee and in all cases of disagreement between Declarant and other members of the Committee, the Declarant shall make the final decision. Provided further, that where the Committee deems it to be in the best interests of the Allen Hills Subdivision, or in the case of undue hardship, the Provisions of these Covenants regarding dwelling size and configuration may be waived."

V. There shall be no private well drilled on the property or any part thereof except when the water is to be used for closed loop water circulating heat pumps. No other uses shall be permitted or allowed for such wells. The purchaser of any lot must pay to Declarant, its successors and assigns, at closing a \$900.00 per lot hook up fee.

W. By the filing of this Declaration, a homeowners association known as the Allen Hills Association is hereby formed. The Association shall be organized as a Nebraska non-profit corporation. The owner of each Lot shall be a member of the Association. Each Lot shall have one vote in all matters to be decided by the Association; provided, however, that where an owner has combined two or more Lots into a Building

1. Own and maintain the road system in Allen Hills Subdivision;
2. Institute a program of weed control within the Subdivision. The Owner of each Lot shall mow and keep his Lot free of weeds and underbrush. In the event the Owner fails to mow the weeds and underbrush by May 1 of any calendar year, the Association or its agents shall have the right to mow such Lot for the remainder of such calendar year and charge a reasonable fee for such service which shall become a lien against the Lot. In the event the Association mows weeds and underbrush, it will not be responsible for destruction of flowers, shrubs and trees resulting from such mowing. All property owners who designate to have their Lots mowed at a designated fee shall be assessed interest up to the highest annual rate allowable by law from the date the charges become delinquent, sixty (60) days after levy, until paid, and the Association shall have the right to impose a lien upon the property of Owner in the amount of such unpaid charges and interest. The lien provided in this paragraph shall be a part of the assessed lien provided in Section X hereof.
3. Maintain the common areas and Green Space located within the Subdivision. This includes all areas located within Green Space that are subject to the conservation easement granted to the Audubon Society of Omaha or its successors in interest.
4. Maintain and control the use of all areas within the Subdivision designated as Outlots, public areas and/or Green Space.
5. Obtain and maintain public liability insurance protecting the Association and the owner of the conservation easement on the Green Space from any liability they might incur as a result of their failure or alleged failure to properly protect and maintain the Green Space, roads and out lots in the Subdivision.

X. The Association shall, on an annual basis, project the cost and expense it anticipates will be incurred to perform the duties and obligations of the Association under these covenants and under its Articles of Incorporation and the Bylaws. Such projected costs shall be assessed equally against all Lots in the Subdivision. An invoice for such amount shall be sent to the owner of each Lot on January 15 of each year. The initial assessment for calendar year 1998 shall be One Hundred and Seventy Five and No/00

Declarant shall be responsible for all maintenance required by Section W until such time as thirty-two (32) lots have been sold. Upon the sale of the thirty-second lot, the Association shall assume all responsibility pursuant to Section W and its Articles of Incorporation or By-laws. At such time, the Developer shall commence payment of annual assessments for each Lot it owns in the same manner as all other Lot owners.

All assessments levied by the Association pursuant to this Declaration shall be a lien against each Lot. If the owner of any Lot fails to pay any assessment within ten (10) days following written notice thereof, the Association may, in addition to an action at law, foreclose such lien in the manner provided for the foreclosure of mortgages under the Revised Statutes of Nebraska. The assessment lien shall be junior and inferior to the lien of any first mortgage or deed of trust on the Lot but senior superior and prior to all other liens, claims or demands against the Property except real property taxes.

Y. In addition to the covenants enumerated herein, the real estate described hereinabove shall be subject to all applicable zoning ordinances and subdivision ordinances, rules and regulations of Washington County, Nebraska, and any other political subdivision having jurisdiction over Allen Hills Subdivision.

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 covenants contained in this Declaration, it shall be lawful for the Association or 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 covenant 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 covenants by statute, ordinance, judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect. So long as Declarant owns at least thirty-five percent (35%) of the Lots, the Declarant reserves the exclusive right, in his sole discretion, to modify or waive the covenants in 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 covenants herein shall remain binding and in full force

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STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 7th DAY OF May A.D. 2003
AT 10:05 O'CLOCK A M AND RECORDED IN BOOK

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364 AT PAGE 593-596
COUNTY CLERK Charlotte L. Petersen
DEPUTY Karen Madson

AMENDMENT TO
AMENDED AND RESTATED
DECLARATION

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK
BLAIR, NEBR.

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of the 1st day of April, 2002 by Heartland Acreage Developers, Inc., a Nebraska Corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, this Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Covenants") consistent with the By-Laws of the Allen Hills Homeowners Association; and

WHEREAS, Declarant being the owner of at least thirty five percent (35%) of the Lots in the Subdivision by virtue of the provisions of the Declaration, hereby exercises its power to amend (see legal description attached hereto as Exhibit "A" hereto and by this reference made a part hereof).

WHEREFORE, the Amended and Restated Declaration of Covenants, Conditions and Restrictions made as of the 31st day of March, 2000, by Heartland Acreage Developers, Inc., a Nebraska corporation, be and hereby are amended as follows:

1. Section X is hereby deleted in its entirety and the following substituted therefore:

X. The Association shall, on an annual basis, project the cost and expense it anticipates will be incurred to perform the duties and obligations of the Association under these Covenants and under its Articles of Incorporation and the By-Laws. Such projected costs shall be assessed equally against all Lots in the Subdivision. An invoice for such amount shall be sent to the owner of each Lot on January 15th of each year. The initial assessment for calendar year 1998 shall be One Hundred Seventy Five and No/Dollars (\$175.00) per lot.

Declarant shall be responsible for all maintenance required by Section W until such time as thirty two (32) lots have been sold. Upon the sale of the thirty second (32nd) lot, the Association shall assume all responsibility pursuant to Section W and its Articles of Incorporation and By-laws. Declarant shall remain responsible for all operational expenses in excess of the total annual assessments levied against the non-Declarant owned lots.

(\$175.00). Unless otherwise agreed, the Declarant shall have no obligation to pay for or in any way participate in the cost of the construction of capital improvements in the Allen Hills Subdivision regardless of the number of lots sold by Declarant. Upon the sale of the fifty-third (53rd) lot, Declarant shall begin to pay annual assessments for all unsold lots owned by Declarant in the same manner as all other lot owners and shall have no further obligation to pay excess operational expenses.

All assessments levied by the Association pursuant to this Declaration shall be a lien against each Lot. If the owner of any Lot fails to pay any assessment within ten (10) days following written notice thereof, the Association may, in addition to an action at law, foreclose such lien in the manner provided for the foreclosure of mortgages under the Revised Statutes of Nebraska. The assessment lien shall be junior and inferior to the lien of any first mortgage or deed of trust on the Lot but senior superior and prior to all other liens, claims or demands against the Property except real property taxes.

Except as herein modified, the Amended and Restated Declaration of Covenants, Conditions and Restrictions made as of the 31st day of March 2000, and recorded in the office of the Register of Deeds of Washington County, Nebraska, on April 4, 2000, shall remain in full force and effect and fully enforceable according to their terms.

HEARTLAND ACREAGE DEVELOPERS,
INC., A Nebraska Corporation,

By _____



Its _____

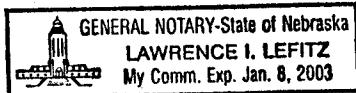
President

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STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 29 day of APRIL, 2002, before me, the undersigned, a Notary Public in and for said county, personally came JEFF PRUSS, President of Heartland Acreage Developers, Inc., a Nebraska corporation, to me personally known to be _____ and identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.



Lawrence I. Lefitz
Notary Public

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EXHIBIT "A"

As previously recorded in the Amended and Restated Declaration of Covenants,
Conditions and Restrictions on April 4, 2000 at Book 315, Page 472-483:

Lots 1-63, inclusive, in Allen Hills Subdivision, a subdivision of Washington
County, Nebraska (the "Property")