

REBECCA KNOLL'S SUBDIVISION

DECLARATION OF COVENANTS

John B. Petteys, hereinafter called Developer, is the owner in fee simple of certain real property located in Garfield County, State of Nebraska, and known by official plat designation as Rebecca Knoll's Subdivision of Garfield County, Nebraska pursuant to a plat recorded on Dec 3, 1986 in the Records of Garfield County, State of Nebraska, in Book 33, page 29.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, developer hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof. The general plan for development of the subdivision includes the preservation of scenic views from all lots and the preservation of the natural topography.

ARTICLE ONE  
DEFINITIONS

Section 1. "Association" shall mean and refer to The Rebecca Knoll's Association, its successors and assigns.

Section 2. "Developer" shall mean John B. Petteys, and his heirs, successors, personal representatives, and assigns provided such successors or assigns acquire more than one undeveloped lot from developer for the purpose of development.

Section 3. "Lot" shall mean any plat of land shown on the recorded subdivision map referred to above.

Section 4. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weedfree environment for optimum plant growth.

Section 5. "Member" shall mean every person or entity who holds membership in the association.

Section 6. "Mortgage" shall mean a conventional mortgage or a deed of trust.

STATE OF NEBRASKA }  
GARFIELD COUNTY }  
Filed in the Clerk's office of said County  
this 3 day of Dec, 1986  
at 2 o'clock and 42 minutes P.M.  
and recorded in Book 33 of 11153  
[Signature] Page 441  
Clerk  
5099

Section 1. Lien and personal obligation of assessments. Developer hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements.

ARTICLE THREE  
ASSESSMENTS

Class A. Class A members shall be all owners with the exception of developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be developer, who shall be entitled to exercise one and one-half votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

Section 2. The association shall have two classes of voting members as follows:

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

ARTICLE TWO  
MEMBERSHIP IN ASSOCIATION - VOTING RIGHTS

Section 10. "Subdivision" shall mean the subdivided real property hereinafter described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 8. "Outlot" shall mean a roadway, which has not been dedicated to public use.

Section 7. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Water, sewer, garbage, electrical lighting, telephone, gas, and other necessary utility service that the association may deem appropriate.

(b) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the outlot or any common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.

Section 3. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement. Any such assessment must be approved by a majority of each class of members.

Section 4. Notice and quorum for action authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 shall be sent to all members not less than 7 nor more than 14 days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within 14 days after the date of such meeting.

Section 5. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

(a) Easements for installation and maintenance of utilities are shown on the recorded subdivision map, are 5 feet on either side of all lot lines and are described herein. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible. No natural drainway shall be changed to the detriment of other lot owners.

Section 2. Other Easements.

Section 1. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

ARTICLE FOUR  
PROPERTY RIGHTS

Section 7. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6. Effect of nonpayment of assessments; remedies of the associations. Any assessment not paid within 30 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of interest charged by the County Treasurer on delinquent real estate taxes. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the roadway or abandonment of his lot.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

(c) There shall exist utility easements 5 feet on both sides of all lot lines.

Section 3. Right of Entry. The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

#### ARTICLE FIVE USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose. No lot shall be divided to create smaller building units and no more than one dwelling shall be placed on one lot, without the prior written approval of the Association. The ground floor area of the main structure, exclusive of one-story open porches, breezeways and garages, shall be not less than 1,000 square feet.

Section 2. No business of any kind shall be conducted on any residence with the exception of developer and the transferees of developer in developing all of the lots as provided in Section 9 below, unless same is zoned commercial.

Section 3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of developer and the transferees of developer in developing all of the lots as provided in Section 9 below. No offensive noise or odor shall be emitted from any lot.

Section 4. No sign of any kind shall be displayed to public view on a lot without the prior written consent of the association, except customary name and address signs and lawn signs of not more than five square feet in size advertising a property for sale or rent.

Section 5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on any common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 6. No rubbish, trash, or garbage, or other waste material shall be kept or permitted on any lot or on any common area except in sanitary containers located in appropriate areas concealed from public view. Each lot owner will dispose of his own trash, garbage, cans and bottles and there will be absolutely no dumping on roadsides, ditches or on other property.

Section 7. No fence, hedge, vegetation, wall or other dividing instrumentality over four feet in height measured from the ground on which it stands shall be constructed or maintained on any lot on the frontage and the first 20 feet in depth. All utility lines from the street to the home shall be buried.

Section 8. No outbuilding, basement, tent, shack, garage, trailer, motor home, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently. No non-working or unsightly vehicles or machinery shall be parked or stored on said lots. No vehicles shall be parked in a location that interferes with the view of the lake from another lot.

Section 9. Developer or the transferees of developer shall undertake the work of developing all lots included within the subdivision. In order that such work may be completed and the subdivision be established as a residential community as soon as possible, nothing in this declaration shall be understood or construed to prevent developer, its transferees, agents or contractors:

(a) From doing on any part or parts of the subdivision owned or controlled by developer or developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) From constructing and maintaining on any part or parts of the subdivision property owned or controlled by developer, developer's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

Section 14. The owner of each lot shall keep the shrubs, vegetation, and grass thereon cut to a reasonable height. Said owners shall be subject to the rules of the Architectural and Environmental Control Committee in regard to any shrubs,

Section 13. All buildings shall be placed back at least twenty feet from all lot lines and shall be placed on the lots in such a way as to preserve the view for adjoining property owners.

Section 12. No owner of any lot shall use said lot to grant access to any other property from the subdivision. Any violation of this section shall be entitled to be enforced by permanent injunction against the owner of said lot and the owner of the other property which is intended to be served by such access.

Section 11. All septic tanks shall be constructed and installed in a manner so as to comply with all health requirements of Garfield County, Nebraska and the State of Nebraska. The owner of each lot shall provide his own water supply and all water wells shall be constructed and installed so as to comply with the health requirements of Garfield County, Nebraska and the State of Nebraska. Nothing herein shall prohibit a joint well for the owners of more than one lot. No owner of any lot shall construct or install a windmill or other unsightly structure above ground in regard to any water well without the consent of the Agricultural and Environmental Control Committee. No propane tank, other propane storage container or other tank or storage container shall be above ground and shall be constructed and installed so as to comply with all the health requirements of Garfield County, Nebraska and the State of Nebraska.

Section 10. No building shall be constructed of unsightly materials, boxes or similar lumber. All buildings must be constructed on a permanent foundation. No building or dwelling house shall be moved into the subdivision and placed upon a lot without the consent of the Architectural and Environmental Control Committee. Mobile homes, and modular homes are strictly prohibited.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

(d) From maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease or otherwise of subdivision lots.

(c) From conducting on any part or parts of the subdivision property owned or controlled by developer or developer's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

vegetation and trees and the Architectural and Environmental Control Committee may direct the owner of any lot to trim or remove any shrubs or vegetation, including trees, which in the opinion of said committee inhibit the view of the owner of any other lot. Further, said committee may control wind or water erosion and blowing sand by directing the owner to take action to retard such erosion. If wood is to be stored on the lot, it shall be kept in an neat orderly pile.

Section 15. The turn road from the Calamus Oiled Road into each owner's lot, shall be entirely on your property and not encroaching upon another lot.

ARTICLE SIX  
OWNERS' OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE SEVEN  
OWNERS' OBLIGATIONS TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six months after the damage occurs, and shall be completed within twelve months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE EIGHT  
ADDITIONAL PROPERTY

Additional residential property may be added to the subdivision by developer. Any additional property shall be subject to the restrictions set forth herein as to maintenance and assessments.

ARTICLE NINE  
GENERAL PROVISIONS

Section 1. Enforcement. Developer, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by developer, the association, 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.



Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members and approved by the County Board of Supervisors of Garfield County as to those matters affecting said County.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Durations. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of five years from the date hereof, and thereafter shall continue automatically in effect for additional periods of five years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

Section 6. Architectural and Environmental Control. No building, fence, tower, wall or other structure shall be commenced, erected or maintained, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Architectural and Environmental Control Committee of Rebecca Knoll's Subdivision. In the event the said control committee fails to approve or disapprove such request within thirty (30) days after plans and specifications have been submitted to it in writing, approval will not be required and such request shall be deemed approved. Approval by the Architectural and Environmental Control Committee shall not relieve the contractor from obtaining a building permit from the proper authorities and shall not relieve the contractor of complying with all state laws and Regulations of state agencies. All construction shall be completed within two years of the time construction is commenced. Developer shall appoint three persons to the Architectural and Environmental Control Committee until such time as 50% of the lots have been sold, whereupon, the association shall appoint said committee. The initial members of said committee shall serve until January 1, 1988. After such date, said committee is to be appointed on a year to year basis.


Executed at Burwell, Nebraska on the date first above written.

John B. Petteys  
John B. Petteys

STATE OF NEBRASKA )  
                          )     ss.  
County of Garfield )

The foregoing instrument was acknowledged before me this 3 day of ~~November~~, 1986 by John B. Petteys, single.  
*December*

Martin A. Robbins  
Notary Public  
Garfield County Clerk



R7/3141.01/1-10