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CASS COUNTY, NE.

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PATRICIA WEINGER  
REGISTRAR OF DEEDS

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COMPAID

DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF MOREHEAD ISLAND, A SUBDIVISION  
IN CASS COUNTY, NEBRASKA

THIS DECLARATION made on the date hereinafter set forth is made by MOREHEAD ISLAND, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Developer."

PRELIMINARY STATEMENT

The Developer is the owner in fee simple of certain real property located in Cass County, Nebraska, known by official plat designation as Morehead Island Riverfront Development and more particularly described as follows:

Lots 4, 5, 6, 7, 8, 9, and 10 Morehead Island Riverfront Development, of accretion lands to Section 18, Township 12 North, Range 14 East of the 6<sup>th</sup> P.M., Cass County, Nebraska

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Developer desires to provide for the preservation of the values and amenities of Morehead Island, and for the maintenance of the character and residential integrity of Morehead Island.

NOW, THEREFORE, the Developer hereby declares that each and all of the Lots shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These covenants, conditions, restrictions, and easements shall run with such Lots 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:

AFTER RECORDING, RETURN TO:  
MARK MOREHEAD  
MOREHEAD ISLAND, L.L.C.  
P.O. BOX 159  
PLATTSMOUTH, NE 68048

Article I. DEFINITIONS

(1) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

(2) "Property" shall mean and refer to that certain real property hereinbefore described, and additions thereto, as may be made subject of this Declaration or amendment thereto.

(3) "Lot" shall mean and refer to each of the platted lots hereinabove set forth.

(4) "Developer" shall mean Mark Morehead, his successors and assigns, if any such successor or assignee acquires the undeveloped portion of property from the Developer for purposes of development.

(5) "Maintenance" shall mean the exercise of reasonable care to keep the Property, including easements, landscaping, irrigation lines, control boxes, signs, lighting and other related improvements and fixtures in a condition comparable to their original condition.

Article II. ARCHITECTURAL REVIEW COMMITTEE

In order to promote a harmonious and aesthetically pleasing subdivision that emphasizes a Victorian theme; all site clearing, building and landscaping in the subdivision shall be subject to the approval of the Architectural Review Committee (the "Committee") and standards set forth herein.

(1) The Committee shall be composed of the Developer and up to four (4) other representatives designated by the Developer. Upon the death or resignation of a member or members of the Committee, and for so long as the Developer owns any of the aforementioned Lots, the Developer shall have full authority to designate successor members. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Decisions of the Committee shall be based upon the uniform application of such reasonable standards as are consistent with a first-class single family residential subdivision, such standards to include:

neighborhoods of the past. The Committee will exercise its best judgment to see that all improvements conform and harmonize with such theme and with any existing structures as to external design, quality and type of construction, seals, materials, color, location on the building site, height, grade and finished ground elevation, and the schemes and aesthetic considerations set forth in the design guidelines set forth herein. The Committee, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. The approval by the Committee of improvements on a specific Lot shall carry no precedential weight when reviewing subsequent requests for approvals, and the Committee shall not be required to approve requests for the same or similar improvements.

When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot in a manner that constitutes a violation of these covenants and restrictions, the Committee may grant a variance from part of the covenants and restrictions that are violated. The Committee may not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion. The Committee cannot grant any variances regarding setbacks established within the building code or applicable zoning regulations.

At any time after the closing of the sale of one hundred percent (100%) of the Lots within the subdivision by Developer, the Developer shall have the authority to appoint a committee or designate a representative to exercise the power, duties and responsibilities hereinabove set forth and shall have the power through a duly recorded written instrument to withdraw from or restore to the Committee any powers or duties.

(4) No Lot in the subdivision shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site or lot other than one detached single family residential dwelling and one attached garage. The Committee may permit the construction of a garage containing multiple garage doors.

(5) No structure shall be approved or permitted which has a roof pitch of less than 7/12. Roof pitches on porches, dormers and smaller parts of homes may have less than a 7/12 pitch. Roof shingles shall be asphalt or fiberglass shingles of dimensional type material weighting minimally 235 lb. per square, cement, tile, clay, or standing metal seam. No structures shall have colors not harmonious with the theme of the subdivision on large permanent surfaces.

(6) Only upon express written approval of the Committee may a detached storage building be constructed; and only then providing it be on the rear of the building site and be of materials that are consistent with the main residence.

(7) Exclusive of breezeways, storage rooms, porches, decks and garages, no one story dwelling shall be erected on any building site having a ground floor living area of less than 1,800 square feet and no dwelling with more than one story of living area shall have a ground floor living area of less than 1,200 square feet and a total living area of less than 800 square feet. Basements (including walkout basements) and levels below grade shall not be included to fulfill the minimum square footage requirements. However, the square footage requirements may be waived if the Committee deems it best for the subdivision.

(8) Lot setbacks and height above natural grade:

- (a) Front (distance from street): No garage or garage part of house shall be located nearer than 50 feet to the front lot line. No main part of home shall be located nearer than 52 feet to the front lot line. Structures on corner lots shall not be located nearer than 5 feet from side lot line facing street.
- (b) Rear: No structure shall be located nearer than 85 feet to the rear lot line.
- (c) Side (between other lots): Setbacks must meet the lot width setbacks established by the applicable local building code and zoning requirements.
- (d) All homes build must meet FEMA guidelines and shall be constructed such that the finished floor shall be 1.5 feet above the 500 year flood plain.

(9) No residential building, dwelling, or detached garage, or other building or improvement, including, but not limited to, porches, decks, covered patios, walls, or hedges, shall be constructed, erected, placed, altered or permitted to remain on any Lot in the subdivision until the construction plans, site and grading plan, and a landscape plan showing type, size and placement of all existing and proposed plantings have been approved in writing by the Committee.

### Article III. RESTRICTIONS AND COVENANTS

(1) Usage. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Developer, or its successors or assigns, for use in connection with a common facility, or as a church, school, park, neighborhood clubhouse, outlot or for other non-profit use.

(2) Building Codes. All buildings constructed on any Lot within the subdivision shall be constructed in conformity with all applicable building codes and regulations and in conformity with the City of Plattsburgh Building and Zoning Inspection Department requirements.

(3) Vehicles. No trailer, camper, motorbike, motorcycle, motor scooter, boat, boat trailer, vehicles with logs, tractor or commercial vehicle of any kind shall be stored on any Lot.

(6) Signs. In order to establish a more peaceful and natural setting, no sign of any kind shall be displayed to the public view on any Lot in the subdivision except for signs denoting the address of the property or those established for purposes of indicating the lot or residence is for sale.

(7) Mailboxes. All mailboxes are to be installed by the owner or building contractor at the time of construction. All mailboxes in Morehead Island must have Committee approval of design before installation.

(8) Clotheslines. No clothesline visible from the street or from adjacent subdivision property, or other items detrimental to the appearance, shall be permitted on any Lot.

(9) Garbage, Trash Receptacles and Service. Trash and garbage receptacles must be shielded from view from the street or adjacent property except during the hours of normal trash or garbage collection.

(10) Nuisance. No noxious or offensive activity or trade shall be carried on or maintained on any Lot in the subdivision nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. Specifically there will be no barking dogs or loud noises that irritate the property owners of the subdivision.

(11) Trade or Business. No Lot shall be used for the purpose of carrying on a trade, profession, business or public amusement. The only exception to this rule being the use by a building or real estate firm of a model home during the build-out phase of the subdivision.

(12) Environmental Protection. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No lot shall be used in any manner which results, directly or indirectly, in the draining or dumping into any storm drainage system of any refuse, sewage or other material which might pollute water supplies.

(13) Animals. No animals, livestock, poultry or other agricultural-type animals of any kind (including pot-bellied pigs) shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to run at large. In no event shall more than three household pets be kept on any Lot at any one time. No animal pens, animal odors or animal noise that is offensive to property owners of subdivision is permitted. All animal waste shall be immediately disposed of by owner.

(14) Drainage. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners.

(15) Construction Time. Any construction commenced upon a lot, shall be pursued diligently and such construction shall be completed within nine (9) months from the date of first ground breaking.

(16) Antenna; Air Conditioning Units. No solar-collecting panels or equipment, wind-generating power equipment, solar heating or cooling device, storage sheds, wind mills, or antenna of any kind shall be permitted to be erected or to be located or to remain on any Lot at any time. No satellite receiving station or television satellite dish to be viewed from street or next door shall be erected, located or permitted to remain on any Lot within the subdivision unless written permission is granted by the Committee. There shall be not window air conditioning units allowed on any property.

(17) Driveways. Unless otherwise given approval by the Committee, all driveways shall be constructed of concrete, concrete pavers, paving stones, or brick with a minimum width of ten (10) feet.

(18) Underground Utility Connections. To the extent permitted, all residential service connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television, shall be run underground from the proper connection points to and/or between any structure(s) erected on any Lot in such a manner as to be accepted by the governing utilities authority.

(19) Game and Play Structures. All swing sets, tree houses, platforms and any other fixed game or play structures of a like kind or nature, shall be located in the back yard no closer to a street than the rear or side building line of the dwelling. All such structures must be approved in writing by the Committee prior to start of construction. These game and play structures can be placed or erected if immediate neighbors find these structures unobjectionable and if structures have been approved by the Committee.

(20) Lot Maintenance. Each lot and the improvements constructed thereon shall be maintained in a good, safe, and attractive condition and grass shall be mowed on a regular basis.

(21) Landscape. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building or in such a location as to obstruct the views of other Lot owners of the ~~State~~ <sup>Missouri</sup> River unless otherwise approved by the Committee. No trees, which diameter at the base of its trunk is two (2) inches or greater, may be removed, cut down, destroyed or otherwise relocated without the express approval of Developer.

(22) Manufactured Home. No manufactured home, as that term is defined in Section 71-4603(1) of the Nebraska Revised Statutes, 1943, shall be permitted in Morehead Island.

#### Article IV. GENERAL COVENANTS

(1) Water and Sanitation. All federal laws, laws of the State of Nebraska, and of the County of Cass, and all rules and regulations of their administrative and regulatory agencies or bodies now and hereafter in effect

(4) Invalid Covenant. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

(5) Duration of Covenants. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument, signed by the then owners of a majority of the lots, agreeing to change these covenants in whole or in part, has been recorded.

#### Article V. EASEMENTS

A perpetual license and easement, together with rights of ingress, egress, and other access thereto, are hereby reserved in favor of Developer, public and private utility companies, including but not limited to a public power or utility district, a telephone provider, and a cable television provider, and their respective successors and assigns, for the construction, maintenance, operation, repair or replacement of telephone, water, electric, sewer, cable and other utility lines or facilities in and under the common areas, roadways, streets, and Lots. Such license and easement shall not interfere with any driveway, sidewalk or structural element of any approved dwelling unit on any Lot.

#### Article VI. GENERAL PROVISIONS

(1) Except for the authority and powers specifically granted to the Developer, the Developer, the Committee, or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Developer or by the Committee 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.

(2) The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Developer, or any person, firm, corporation, partnership, or entity designated in writing by Developer, in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the date hereof. Thereafter, this Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

(3) By written consent of the Developer, any or all of the covenants, conditions, restrictions, and easements as they apply to the Lots may be waived, modified, or amended for any Lot or Lots, in any manner, for such a time period, and on such conditions, if any, which the Developer may determine in its full and absolute discretion after considering the benefits and detriments which the waiver modification or amendment will have on Morehead Island and the Owner requesting the waiver. Developer's decision on any requested waiver, modification or amendment shall be final and there shall be no right of appeal of Developer's decision. No responsibility, liability or obligation shall be assumed by or imposed upon Developer by virtue of the authority granted to Developer in this Paragraph, or as a result of any act or failure to act by Developer with respect to any requested waiver, modification, or amendment.

(4) Developer, or its successors or assigns, may terminate its status as Developer under this Declaration, at any time, by filing a Notice of Termination of Status as Developer. Upon such filing, the remaining Lot owners may either appoint another entity, association or individual to serve as Developer, and such appointee shall thereafter serve as Developer with the same

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authority and powers as the original Developer, or form a homeowner's association, which shall have the powers conferred upon non-profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the homeowner's association.

(5) Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

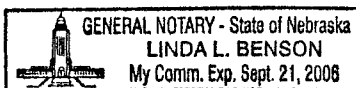
IN WITNESS WHEREOF, the Developer has executed this Declaration this 11 day of Oct., 2005.

MOREHEAD ISLAND, L.L.C., a Nebraska limited liability company, "Developer"

By: [Signature]  
Mark Morehead, Managing Member

STATE OF NEBRASKA )  
  ) ss.  
COUNTY OF CASS )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2005, by Mark Morehead, Managing Member of MOREHEAD ISLAND, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.



[Signature]  
Notary Public