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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOUTHFORK ADDITION, BLAIR, WASHINGTON COUNTY, NEBRASKA

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

THIS DECLARATION, made on the date hereinafter set forth by Desert Mountain Incorporated, a Nebraska Corporation, and Mark Schreffler, as an Individual, hereinafter referred to as the "Declarants".

W I T N E S S E T H:

WHEREAS, the Declarants are the developers of the following described real property:

Tax Lots 187, 87, 215, 3 and 15, all in Section 14, Township 18 North, Range 11, East of the 6th P.M., and the South 165 feet of Lot 1, Block 114, all in the City of Blair, Washington County, Nebraska, and

WHEREAS, all of the above-described real estate has been zoned "RM" for Lots 1 through 23 and RML for Lot 24 and, therefore, Lots 1 through 23 are available for single family use, and Lot 24 is available for multi-family use,

WHEREAS, the covenants, conditions and restrictions outlined herein do not apply to Lot 24, which shall be subject to separate covenants, conditions and restrictions as adopted by Mark Schreffler as they relate to condominium ownership,

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

NOW, THEREFORE, the Declarants thereby declare that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

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General
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STATE OF NEBRASKA, COUNTY OF WASHINGTON SS 3358
ENTERED IN THE PUBLIC INDEX AND FILED FOR RECORD
THIS 29th DAY OF August, A.D. 19 94
AT 10:07 O'CLOCK A.M. AND RECORDED IN BOOK
223 AT PAGE 407-415
COUNTY CLERK (Charlotte L. Petersen)
DEPUTY (Baron Madril)

ARTICLE I
DEFINITIONS

A. Owner. "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 having such interest merely as security for the performance of an obligation.

B. Properties. "Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1 through 24, inclusive, of Southfork Addition.

C. Lot. "Lot" shall mean and refer to Lots 1 through 23, inclusive, and shall specifically exclude Lot 24.

D. Declarants. "Declarants" shall mean and refer to Desert Mountain Incorporated, a Nebraska Corporation, and Mark Schreffler, as an Individual.

ARTICLE II
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, or by an architectural committee composed of three or more representatives appointed by the Declarant ("Committee"). In the event the Declarant or its designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All owners shall submit plans and specifications to the Declarant or the Committee, in duplicate. When the same have been approved by the Declarant or the Committee, the approval shall be designated on the duplicate plans, one copy shall be returned to the Committee. After January 1, 1997, or after ninety (90%) percent of the Lots comprising the Properties have been improved with residence buildings, whichever shall first occur, all privileges, rights, powers and authority under this Article shall be exercised by and vested in a Committee to be selected by the owners of a majority of the Lots. If such a Committee has not been selected at that

time or at any later time, the requirements of this Article shall not be applicable.

ARTICLE III
RESTRICTIONS FOR RESIDENTIAL UNITS

A. Purpose. Restrictive Covenants adopted herein are to preserve the appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction and size and suitability for residential purposes as part of its review procedure.

B. Residential Use. The Lots shall be used only for residential purposes.

C. Minimum Square Feet. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family dwelling referred to above, and said dwelling shall conform to the following requirements:

(a) One-Story. A one-story house with attached garage (Ranch) shall contain a minimum of 1,700 square feet of living area on the main floor, exclusive of garage area. The garage must be approximately at the same level as the main floor.

(b) One and One-Half and Two Story. One and one-half and two story houses shall contain a minimum of 2,400 square feet total in area above the basement level.

D. Definitions. For the purposes of these restrictions, two-story height shall, when the basement wall is exposed above finish 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.

E. Maximum Height. The maximum height of the dwelling shall be two (2) stories above the surface grade. The basement will not be considered a story even if it is one hundred percent (100%) above grade on one or more sides and essentially below grade on the other sides.

F. Garages. 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.

G. Setbacks. All buildings shall be located at least twenty-five (25) feet from the front and back of the Lot lines. All buildings shall have at least seven (7) feet average sideyards. On corner lots, either street side may be designated by the Owner/Builder as the front, and either nonstreet side as the rear. The minimum setback requirement for the nonfront street exposure is seventeen and one-half (17-1/2) feet from the property line. For purposes of this restriction, eaves, open patios, and steps shall not be considered part of the building.

H. Exposed Foundation. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be covered with clay-fired brick or stone. Exposed portions of the foundation on the sides, or rear, not facing a street of a dwelling located on a corner lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

I. Fireplaces and furnace Flues. Every dwelling may have a fireplace. All fireplace chimneys must use triple wall pipe.

J. Fences. No fences may be built forward of the rear-most wall at each side (corner) of the rear of the dwelling. Fences shall be constructed only of wood, decorative iron, brick or stone. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

K. Prohibited Structures. No structure of a temporary character, basement, tent, shack, barn or other out building shall be erected on said Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. This prohibition specifically includes mobile homes, prefabricated homes and modular homes. Only on site stick built houses are allowed. No pet shelters of any size or form shall be allowed which includes doghouses.

L. Roofs. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof

composition of not less than 235 pound shingles of asphalt, fiberglass, woodshakes or cedar wood shingles. Each house shall have a minimum roof pitch on the main structure of 8/12.

M. Sidewalks. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot at the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Blair and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

N. Drainage Plan. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

O. Restrictions on Pets. Any pets are not permitted to run loose outside the Lot of the Owner.

P. General Appearance Restrictions. No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other Lots in the subdivision except during construction of a residential dwelling or the day trash is collected for the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No clotheslines shall be permitted outside of any dwelling at any time. Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling. Detached accessory or utility buildings of any size are not permitted.

Q. Vehicle Restrictions. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, other trailers, mobile home, motorcycle, snowmobile or other self-propelled vehicles 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 or trailer 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, boats, camping trailers, van-type campers, auto-drawn trailers of any kind,

mobile homes, motorcycles, snowmobiles or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper or trailer. No automobiles and other self-propelled vehicles may be parked on a subdivision street permanently. Permanent parking of a vehicle shall mean any vehicle that 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.

R. Lots Free of Rubbish and Mowing. 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 earth or any other 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.

S. No Field Crops On Lots. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any Lot at any time.

T. Restrictions on Use of Lot. No noxious or offensive activity shall be carried on 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, smoke, vibration and radiation. Further, home occupations, as defined in the applicable law of the City of Blair, Nebraska, shall not be permitted to take place within any of the residential dwellings on the Lots.

U. When Dwelling Completed. 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.

V. Gardens. Vegetable gardens with a maximum square footage of 20 feet shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot.

W. Lawns And Trees. All yards and trees shall be planted within one (1) year from the date that construction for the residence on the Lot was initiated. It must be planted at the beginning of the growing season after

construction for the residence on the Lot was initiated.

X. Mailbox. Mailboxes shall be mounted on a wooden post or masonry setting and of a design satisfactory to the U.S. Postal Service and complying with the general statement.

**ARTICLE IV
EASEMENTS AND LICENSES**

A. Electrical, Gas, Telephone, and Cable TV Easements. A perpetual license and easement is hereby reserved in favor of and granted to the Blair Telephone Company, a City of Blair franchised cable television firm, City of Blair utilities, Omaha Public Power District and Peoples Natural Gas, and each of their successors, assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the front boundary lines and license being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said Lot line easement is granted upon the specific condition that if any of said

utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this Lot line easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings shall be placed in perpetual easement way, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All Lines Must Be Underground. All telephone, cable television, electrical power service lines and gas lines from property line to dwelling shall be underground.

**ARTICLE V
GENERAL PROVISIONS**

A. Who May Enforce Covenants. The Declarants, their assigns, any Owner of a Lot named herein, shall each have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages for such violation. Failure by

the Declarants 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.

B. Term of Covenants. This Declaration and the restrictions contained herein shall remain binding and in full force and effect until the 1st day of January, 2004.

C. Amendment. This Declaration may be amended by the Declarants, or any persons, firm, corporation, partnership, or entity designated in writing by the Declarants, in any manner it shall determine in its full and absolute discretion, for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots covered by this Declaration.

D. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be duly executed on the 23rd day of August, 1994.

DECLARANTS:

DESERT MOUNTAIN INCORPORATED,
a Nebraska Corporation,

By Karen B. Hunt
KAREN B. HUNT, Vice President

Mark Schreffler
MARK SCHREFFLER

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this 23rd day of August, 1994, before me, the undersigned, a Notary Public in and for said County, personally came Karen B. Hunt, Vice President of Desert Mountain Incorporated, a Nebraska Corporation, to me personally known to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be the voluntary act and deed of said corporation.

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



Renee L. Coon
NOTARY PUBLIC

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

On this 14th day of ~~May~~ ^{August 1994}, 1994, before me, the undersigned, a Notary Public in and for said County, personally came Mark Schreffler, as an individual, to me personally known to be the identical person whose name is affixed to the above instrument and acknowledged the execution thereof to be his voluntary act and deed.

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



Renee L. Coon
NOTARY PUBLIC