

FILED

72

2009 JUL 29 AM 11:16

KAREN A. MADSEN  
WASHINGTON COUNTY  
REGISTER OF DEEDS  
BLAIR NE

PRELIMINARY  
DECLARATIONS OF COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR LAZY S RANCHES  
A SUBDIVISION OF WASHINGTON, COUNTY, NEBRASKA

1. Each Lot shall be used for residential purposes only. No Lot shall be subdivided. No commercial kennels or commercial breeding of household pets or animals will be allowed. No swine or split-hoofed animal except for a maximum of one horse per 1.5 acres shall be kept or maintained on any of the Lots. The Declarant may approve animals for 4-H on an individual basis.
2. Unless otherwise approved in writing by the Declarant, no building shall be created, altered, placed, or permitted to remain on any Lot other than one single family dwelling not to exceed two stories in height [excluding walk out basement], having a garage for not less than two cars, and containing finished living areas, exclusive of porches, basements, breezeways, and garages of at least one thousand seven hundred and fifty square feet for a one story [ranch style], eighteen hundred square feet for a story and a half, or two thousand for a two story.
3. All Lot owners shall submit construction plans to Declarant that shall include a site plan showing the plot plan; drainage plan; and the location of any septic system. Before commencement, the Declarant must approve any grading or excavation to take place on the Lot.
  - A. The decision to approve or disapprove the plot plan shall be exercised by the Declarant's absolute, sole discretion. Written notice of any approval or disapproval of plot proposal shall be mailed to Lot owner at the address specified by Lot owner within 30 after submission of the plans.
  - B. No building or structure shall be erected within 50 feet from the front lot line and a rear yard setback of 50 feet. Lots 1 through 5 shall have a side yard setback of 35 feet. Lot 6 shall have a side yard setback of 25 feet.
  - C. Construction of the residence shall be completed within one year after the date of commencement of excavation or construction. Construction of the residence shall be started within two years of the closing/purchase of Lot.
4. Front elevation of all cement block foundation if exposed, must be faced with brick or stone.
5. All roofing materials shall be Heritage Shingles or a similar style or brand of shingles approved in writing by Declarant. Roofs must have a minimum of 6/12 pitch.
6. All power and telephone wires shall be buried under ground.

RECORDER'S NOTE: FILER REQUESTED TO FILE DOCUMENT WITHOUT SIGNATURES

72

- 7. No trailer, mobile home, modular home, basement, garage, tent, barn, or outbuilding shall be erected on any Lot at any time for use as a residence.
- 8. All accessory buildings shall be enclosed with sidewalls not exceeding 14 feet in height and not exceeding a total area of 2,400 square feet. All accessory buildings shall be located at least 50 feet behind the residence with similar setbacks and approved by the Declarant.
- 9. All fences erected and installed along the Lot front or within 200 feet of Lot fronts are to be constructed of wood, approved vinyl or other material approved by the Declarant. Additionally, prohibited materials for any fencing are wire rope, barbed wire, chain, or galvanized chain link fence or other materials not approved by the Declarant is prohibited.
- 10. All assembly, dissembly or general service work on any vehicle must be done in the garage.
- 11. No objectionable, unlawful or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be a nuisance or annoyance to surrounding Lots.
- 11. Each owner of a Lot that contains an area for drainage ways shall not place or allow to be placed any obstructions such as trees, dams, fences, or improvements of any kind in said drainage way.
- 12. Declarant or his agent shall have the right to enter upon any Lot in which a completed residence has not yet been constructed for the purpose of mowing and maintenance any such Lot without being classified as a trespasser. The owner of the Lot shall pay any reasonable expenses actually incurred by the Declarant for the purpose of mowing and maintenance of said Lot.
- 13. No Lot shall be used for external storage of any property, such as boats or motor homes, that will cause the land to appear in an unclear or untidy condition, or shall be obnoxious to the eye, nor shall any substance or material be kept on the land that will emit a foul or obnoxious odor or cause noise that may or will disturb the peace, quiet, comfort, or serenity of the neighborhood or surrounding Lots.
- 14. All Lot owners agree to comply with the current (July 2009) Omaha city ordinances regarding dangerous dogs/animals.
- 15. These covenants can be revised by a two thirds majority of Lot owners.

2009 03484

WASHINGTON COUNTY, STATE OF NEBRASKA  
 RECORDED July 29, 2009 AT 11:16 A.M.  
 BOOK 544 PAGE(S) 72-73  
*Karen A. Madsen*  
 REGISTER OF DEEDS

Recorded         
 General         
 Numerical         
 Photostat         
 Proofed         
 Scanned