

Inst # 2013053139 Thu Oct 10 16:03:41 CDT 2013  
Filing Fee \$82.00  
Lancaster County NE Assessor/Register of Deeds Office RESCOV  
Pages 13



---

RETURN TO: William G. Blake, Esq.  
Baylor, Evnen, Curtiss, Grinit & Witt, LLP  
1248 "O" St., Suite 600  
Lincoln, NE 68508

**DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
TWIN PINES ADDITION**

This Declaration is made on the latest signature date stated below by Marvin N. Hoy, an individual, Sharon Hoy Freeman, Personal Representative of the Estates of Rex B. Hoy and Lillian K. Hoy, deceased; James Wood and Hoang Ho Wood, husband and wife; James Sung W. Ngu and Annie Chan Onlei, husband and wife ("collectively herein after referred to as "Declarants").

Declarants are the owners of certain property located in Lancaster County, Nebraska, which is more particularly described as follows:

Lots 1 through 4, Block 1; Lots 1 and 6, Block 2; Lots 1 through 11, Block 3; Lots 1 through 7, Block 4; Lots 1 through 4, Block 5; Lots 1 through 7, Block 6, Twin Pines Addition, Lancaster County, Nebraska.

Declarants hereby declare that all of the Properties described above shall be held, sold, and conveyed subject to all prior easements recorded and to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I.**

**Definitions**

Section 1. "Lot Owner" shall mean and refer to the record owner, including successors in title to any of the Declarants as to any lot or lots within the Properties, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation

Section 2. "Properties" shall mean and refer to the real estate described in of this Declaration, as well as any real estate that is subsequently added pursuant to the terms of this Declaration.

Section 3. "Lot" or "Lots" shall mean and refer to each individually platted lot shown upon any recorded subdivision plat of the Properties, and including any lawfully approved and recorded replat of a platted Lot.

Section 4. "Declarants" shall mean and refer to Marvin N. Hoy, an individual, Rex B. Hoy and Lillian K. Hoy, husband and wife; James Wood and Hoang Ho

Wood, husband and wife; James Sung W. Ngu and Annie Chan Onlei, husband and wife, its successors and assigns, if they are designated as successor in any conveyance.

Section 5. "Declaration" shall mean and refer to this Declaration of Restrictive Covenants, Conditions, Easements and Restrictions to which the Properties are subject.

Section 6. "Plat" shall mean the final plat of Twin Pines Addition, recorded with the Lancaster County Register of Deeds as Instrument No. 2009050054.

## **ARTICLE II.**

### **Property Subject to this Declaration**

Section 1. Subject Property. The property which is subject to and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lancaster County, Nebraska, and is more particularly described as:

Lots 1 through 4, Block 1; Lots 1 and 6, Block 2; Lots 1 through 11, Block 3; Lots 1 through 7, Block 4; Lots 1 through 4, Block 5; Lots 1 through 7, Block 6, Twin Pines Addition, as surveyed, platted and recorded in Lancaster County, Nebraska.

Section 2. Right to Add Additional Property. The Declarants shall have the right to add additional property to the terms of this Declaration without the consent or joinder of any of the Lot Owners, any holder of an interest as security for an obligation, or any other person or entity so long as the additional properties are contiguous to the Properties. The right to add additional properties will expire on that date which is ten (10) years after the date upon which this Declaration is recorded.

## **ARTICLE III.**

### **Property Rights**

Section 1. Declarants' Reserved Rights. All reserved rights of any one of the Declarants shall expire when such Declarant no longer holds title in any Lot within the Properties. Remaining Declarants shall then have the Declarants' rights and powers provided for herein.

Section 2. Landscaping and Facilities Easement. The Declarant may construct landscaping, entrance signs and markers (collectively referred to as "Landscape Facilities"). The Declarants shall have a perpetual non-exclusive easement across those portions of the Lots on which a residence or other structure is not constructed for the purpose of installation and ongoing use and maintenance, repair or

replacement of entrance signs and markers should the Declarants determine that such facilities are desired. The location of such facilities shall not unreasonably interfere with any driveways, buildings or other structures constructed on the Lots. The easement described shall give the Declarants the right to come on the Lots at reasonable times in order to repair, maintain and replaces such facilities, as installed, with all such repair, maintenance and replacement being the responsibility and obligation of the Declarants. These rights and easements shall not obligate Declarants.

Section 3. Water Surface Features. Ponds and wetland areas have been and/or may be created by any of the Declarants on lots within the Properties to which such Declarants hold title. The maintenance of any such pond or wetland shall be the responsibility of the owner of the lot on which it is located. If located on more than one lot, any portion shall be maintained by the owner of the lot on which such portion is located. Each lot on which a portion is located shall have an easement as an appurtenance to such lot for the use and the lawful enjoyment of the entire pond or wetland, including any impounded surface water, fish or other wildlife therein, and an area around the entire perimeter thereof for reasonable pedestrian use and enjoyment.

#### **ARTICLE IV. Architectural Control**

Section 1. Declarants' Approval. No building, wall, room addition, deck, patio 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, nor any construction of any other nature be undertaken on any Lot until detailed plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Declarants. All plans shall include a landscape plan showing all areas which will be planted to typical lawn type grasses and any areas to be restored to tall grass prairie and trees. All designated prairie areas shall be planted within one (1) year following the Lot Owner's purchase of the Lot with seed stock which has been approved by the Declarants. The minimum area of any Lot which shall be planted and maintained in lawn type grasses such as bluegrass and fescue will be 10,000 square feet, with at least a width of 10 feet on each side and rear yard and 30 feet on each front yard of a residence. Any accessory building to be constructed on a Lot shall be in harmony of external design, architectural style and motif with the residence and all other structures on the Lot. The construction of any accessory building shall not precede the construction of the residence on the Lot. One set of plans and specifications for each building or structure to be built on a Lot shall be retained by the Declarants. In the event the Declarants fail to approve or disapprove any action or plan requiring approval under this Article within thirty (30) days after 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. Upon any disapproval of any plans, a written

statement of the reason for disapproval shall be provided to the Lot Owner, but the Declarants shall have the exclusive right, in its sole discretion, to disapprove any actions or plans and specifications if the plans and specifications do not conform, in the Declarants' sole opinion, to the general standards of development of the Properties.

Section 2. General Building Requirements. All buildings constructed on any Lot shall comply with the following general requirements:

- a. Accessory Building. Only one (1) residence and one (1) accessory building may be constructed on a Lot. The size of any accessory building shall not exceed 3200 square feet.
- b. Minimum Floor Area. No residence shall be constructed on any Lot unless the residence has a minimum finished floor area, exclusive of basements, garages, porches, patios, decks and enclosed decks, of at least 2,000 square feet for a single story ranch; 3,000 square feet for a single story ranch with a walkout basement; 2,400 square feet for a two story, 1 ½ story, bi-level or multi-level residence on the main level. No split foyer main entry designs will be permitted. Split foyer entry on accessory entries to the residence other than the main entry (i.e. side or back) will be permitted.
- c. Elevation and Foundation. The exterior front elevation of any residence constructed on a Lot shall have at least fifty percent (50%) brick or natural stone, unless the residence style does not lend itself to a brick or stone front elevation in the sole discretion of the Declarants. Exposed foundations on the front elevation of any residence shall be covered with maintenance free siding, stone or brick. Side and back elevations of any residence may be painted or sided to match the exterior color scheme of the residence siding.
- d. Antennas, Towers and Dishes. No television antennas, radio towers or satellite dishes over 30 inches in diameter shall be placed on any Lot except on the interior of an enclosed structure. All wires, cables, conduits or pipes shall be placed underground except on the interior of any structure. Due to potential changes in communication technologies, additional rules, regulations and requirements further implementing or modifying this provision may be adopted by the Declarants or the Association, and with written notice shall be binding upon and enforceable against any Owner and Member.
- e. Roof Pitch. No roof pitch on any residential structure shall be less than a 5:12 pitch. No outbuilding may have a flat roof.

- f. Setback. No structure shall be permitted within fifty (50) feet of any street or roadway or within fifty (50) feet of the rear yard Lot line or within fifteen (15) feet of any side yard Lot line.
- g. Fences. No fence of any kind shall be allowed on any Lot at any time, unless approved by the Declarants in writing, prior to commencement of installation, except that fencing shall be placed around sewage lagoons and swimming pools. Fencing for special circumstances (i.e. for screening, around dog kennels, and landscaping) may be approved by Declarants in writing on submission of plans for the same to the Declarants

Section 3. Solar Panels. Any solar panels placed on any residence constructed on any Lot shall be mounted flush with the roof of such residence, and shall not be located along any exterior wall of such residence nor in any yard of any Lot.

Section 4. Completion of Construction. Any building placed or constructed upon any Lot within the Properties shall be completed within eighteen (18) months after the commencement of construction.

Section 5. Approvals. When, in this Declaration approval of the Declarants is required, such approval shall be obtained upon approval by the Declarants holding title to at least two-thirds of the lots remaining in ownership of all Declarants.

## **ARTICLE V.**

### **Maintenance Obligations**

Section 1. Weed Control. Each Lot Owner shall maintain an effective weed control program over the entire Lot. Areas with native grasses and flowers should use techniques which are approved by the Declarants to promote restoration of the prairie. Approved lawn areas shall be properly maintained and manicured by the Owner, which shall specifically include, without limitation, regular mowing and removal of debris and litter.

Section 2. Street Lights. Each Lot Owner shall maintain in good condition and repair and provide electrical service, at the Lot Owner's cost, to any outdoor lighting placed on any Lot.

Section 3. Construction Materials. Each Owner shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout the Properties. Each Lot Owner shall be

responsible for the enforcement and monitoring of these obligations for all contractors, subcontractors and suppliers performing work upon their Lot.

Section 4. Trees. Each Lot Owner shall nurture and maintain all trees and shrubs existing on any Lot at the time of purchase by the Lot Owner.

## **ARTICLE VIII.**

### **Additional Property Rights and Restrictions**

Section 1. Use. Each of the Lots shall be used for one single family residence, provided however, that contractors shall be allowed to place a construction trailer or other similar construction-related facility on any Lot during construction of a residence on such Lot. No business or commercial use shall be permitted on any of the Lots.

Animals and Pets. No animals, livestock or poultry of any kind 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 purposes. Domestic pets have the potential to create significant nuisance problems within the Properties. Each Member shall be responsible for controlling all domestic pets and preventing them from becoming an annoyance or nuisance, or unreasonably disturbing the quiet of any other Member. All dogs shall be kept on a leash when not upon a Lot Owner's Lot, and no dog shall be allowed to disturb the peace and comfort of neighbors by habitual barking.

Section 2. Offensive Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done on any Lot which may or may become an annoyance or nuisance to any one (1) or more Lot Owners.

Section 3. Signs. No sign shall be placed upon any Lot except those customarily used to identify the name of a resident, name of residency and the street address of a Lot, temporary political signs, and real estate signs for the sale or rental of a Lot, not more than ten (10) square feet in area.

Section 4. Garbage and Refuse. Garbage and refuse must be stored in covered containers which shall be kept within a structure or a screened area which is screened from view from any street, except during pick-up or disposal. Garbage or refuse may not be burned or buried on any Lot.

Section 5. Temporary Structures. No structure of a temporary character or trailer of any kind shall be used on any Lot at any time as a residence or storage facility, either temporarily or permanently.

Section 6. Leases. Any lease agreement for any Lot shall provide that the lease is subject in all respects to the provisions of this Declaration and any rules and

regulations established by the Board of Directors of the Association. Any lease agreement shall contain the agreement of the lessee to be bound by the terms of such documents and shall provide that any failure to comply with the terms of such documents or rules shall be a default under the lease or rental agreement.

Section 7. Septic Tanks/Propane Tanks. All septic systems shall be underground unless all ground testing fails or engineered systems fail to pass testing. Any lagoon used as a septic system must be screened from view by natural planting of coniferous trees at least three (3) feet in height spaced no more than six (6) feet apart. Such plantings shall be placed within six (6) months after construction of a lagoon. All propane tanks contained on any Lot shall be screened from view by natural plantings of coniferous trees or fencing approved in writing by Declarants.

Section 8. Storage. No Lot may be used for storage of any personal property except within an enclosed structure. No trailer, mobile home, travel trailer, recreational vehicle, junked vehicle, construction equipment, tractor, boat or like equipment may be stored on any Lot, except within an enclosed structure and may not be parked on any Lot for more than a total of fourteen (14) days during any one year period. Provided, however, junked vehicles must be kept in an enclosed structure at all times and may not be parked or placed on any Lot outside of the enclosed structure at any time. Junked vehicles are defined as any nonoperating, wrecked, junked or partially dismantled vehicle.

Section 9. Drainage Ditches. Lot Owners shall not fill in any drainage ditches in or on the Properties.

## **ARTICLE IX.**

### **General Provisions**

Section 1. Enforcement. Any of the Declarants and any successor or assign in title, shall have the right to enforce, by any proceedings at law or in equity any restrictions, conditions, covenants, reservations, liens, and charges and rules and regulations now or hereafter imposed by the provisions of this Declaration. Any such party who is successful in any such enforcement proceeding shall be entitled to recover reasonable attorney's fees and costs incurred in pursuing such enforcement action. Failure by any Declarant or any Lot 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 of this Declaration which shall remain in full force and effect.

Section 3. Binding Amendment. This Declaration shall inure to the benefit of the Declarants and Lot Owners, and their successors and assigns, shall be deemed



covenants running with the land and shall remain in full force and effect for a period of ten (10) years, after which time they shall automatically extend for successive ten (10) year periods, unless terminated during the last year of the ten (10) year effective period by an instrument signed and subsequently recorded in the office of the Register of Deeds of Lancaster County, Nebraska by Declarants and Lot Owners owning not less than two-thirds (2/3) of the Lots. This Declaration may be amended or modified at any time by an instrument signed by Declarants and Owners holding title to not less than seventy-five percent (75%) of the Properties. Any amendment will be effective only after it is recorded with the office of the Register of Deeds of Lancaster County, Nebraska. Any amendment may be prepared and filed by the Declarants if it relates to correction of technical or typographic errors or for clarification only with such amendment not requiring the percentage votes as described above.

Section 4. Rural Surroundings. All Lot Owners are advised that Twin Pines Addition and the Properties are located in a rural farm area. As such, normal and customary farm activities in the area surrounding the Properties do not constitute a nuisance.

Section 5. Construction. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed on the date(s) set forth below.

Marvin N. Hoy, a single person,

Marvin N. Hoy

STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF LANCASTER       )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2013, by Marvin N. Hoy, a single person.

William G. Blake  
Notary Public



Lillian K. Hoy Dynasty Trust, dated April 15, 2012.

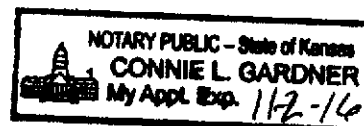
Sharon Hoy Freeman, Trustee

Sharon Hoy Freeman, Trustee

STATE OF KANSAS           )  
  ) ss.  
COUNTY OF Johnson       )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 2013, by Sharon Hoy Freeman, Trustee under the Lillian K. Hoy Dynasty Trust, dated April 15, 2012.

Connie L. Gardner  
Notary Public



James Wood and Hoang Ho Wood, husband and wife,

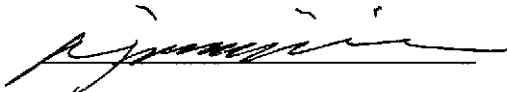

\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by James Wood and Hoang Ho Wood, husband and wife.

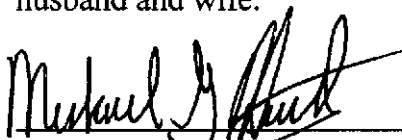
\_\_\_\_\_  
Notary Public

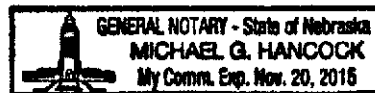
James Sung W. Ngu and Annie Chan Onlei, husband and wife,

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2013, by James Sung W. Ngu and Annie Chan Onlei, husband and wife.

  
Notary Public



James Wood and Hoang Ho Wood, husband and wife,

James Wood  
Hoang Ho

STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2011, by James Wood and Hoang Ho Wood, husband and wife.

Rod Hubbard  
Notary Public

*James Wood signed before me on Feb 4<sup>th</sup> 2011*



James Sung W. Ngu and Annie Chan Onlei, husband and wife,

\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by James Sung W. Ngu and Annie Chan Onlei, husband and wife.

\_\_\_\_\_  
Notary Public

# All-purpose Acknowledgment

STATE OF Nebraska, COUNTY OF Lancaster

On February 8, 2013 before me, the undersigned, a Notary Public  
in and for said State, personally appeared

Hoang Ho

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence/ to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Name (type or printed)

My commission expires

Reyal Pollard  
Reyal Pollard  
Feb. 7, 2015



(Seal)