

54-304

DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF TARA HILLS, A SUBDIVISION  
IN SARPY COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by TARA HILLS, INC., hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 161, inclusive, in Tara Hills, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

The Declarant desires to provide for the preservation of the values and amenities of such community and for the maintenance of the character and integrity of the area in general.

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, leased sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, as is more fully described herein. The real estate is and will be subject to all and each of the following conditions and other terms:

ARTICLE I.

RESTRICTIONS AND COVENANTS

1. All lots shall be used exclusively for single-family residential purposes, except for such lots or parts thereof, as may hereafter be conveyed or dedicated for use as a church, school, park or other non-profit recreational purpose as may be approved, in writing, by Declarant, or its successors or assigns.

2. No single-family residence shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height.

3. No single-family residence or building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, antenna, flag pole, solar heating or cooling devices, windmill or wind generating equipment, or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any building plot, nor shall any grading or excavation be commenced, until two sets of construction plans and specifications, general landscaping plans and a plot plan showing the location of the structure or improvement have been approved in writing by the Declarant, or its successors or assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, exterior color or colors, location of improvements upon the building plot, and proposed finished grades; provided that the Declarant or its designee specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of Declarant, or its

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designee as required in these covenants shall be in writing. Failure to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan shall operate to release such building plot from the provisions of this paragraph.

The preceding provisions of this section 3. shall be binding for a period of fifteen (15) years from and after the date hereof. In no event shall Declarant, or its designee, by virtue of such approval, if given, incur any responsibility or liability to anyone whomsoever for the inadequacy, if any, of such construction plans and specifications or for any defects in the construction work based thereon; nor does Declarant, or its designee, by reason of such approval, assume any responsibility to supervise the performance of the grading and/or construction work in order to insure compliance with such plans and specifications.

4. The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco or other approved material. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. Fireplace chimneys shall be covered with brick, stone or siding. Roof areas shall be covered only with wood shingles or clay tile.

5. No advertising signs, except one sign per lot consisting of not more than six (6) square feet advertising a lot as "For Sale", billboard, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any lot or any residence thereof. Further, no retail business activities of any kind whatsoever shall be conducted in any building or any portion of the property. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Tara Hills, Inc., their agents or assigns, during the construction and sale period of the property.

6. No exterior television or radio antenna of any sort shall be permitted.

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted outside of any garage at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned in the neighborhood. No unused building material, junk or rubbish shall be left exposed on any lot except during actual building operations and then in as inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of the real estate other than in an enclosed structure, for more than twenty (20) days within a calendar year. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets at any time. However, this restriction should not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All residential lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Papillion, Nebraska.

9. No exterior incinerator or trash burner shall be permitted on any lot. No outside garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or lot. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per lot.
10. Any exterior lighting installed on any lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent property.
11. No approved fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the above-mentioned front building line. All produce or vegetable gardens shall be maintained only in rear yards. No fences or walls shall be allowed to border the golf course boundaries.
12. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling. No excavation dirt shall be spread across any lot in such a fashion as to materially change the contour of any lot; site grading plans may be required by Declarant, or its successors or assigns for written approval.
13. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon lot and upon the street side of each built upon corner lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the then owner of the lot prior to the time of completion of the main structure and before occupancy or use thereof.
14. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone. All driveway approaches between the sidewalk and curb on each lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.
15. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot except that a dog house constructed so as to house one (1) dog shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by Declarant, or its assigns. Dog runs and dog houses shall be placed at the rear of the building and concealed from public view.
16. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant lots shall not be used for dumping of earth or any waste materials; no vegetation on vacant lots shall be allowed to reach a height in excess of twelve (12) inches.
17. No lot as initially platted shall be used as a building plot if it has been reduced below its original platted width. However, parts of two or more platted lots may be combined into one (1) building plot if a plot is at least as wide as the minimum

setback line, and as large in area as the largest of such lots as originally platted.

18. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any lot at any time as a residence, either temporarily or permanently. No structures or dwellings shall be moved from outside Tara Hills to any lot unless the written approval of Declarant is first obtained.

ARTICLE II.

EASEMENTS

Notwithstanding any authorized utility easements, the Declarant does hereby declare that the question of cable television service lines is excepted from any such grant and declared to be reserved to the future consideration of the Declarant. Authorized utility easements shall include only Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns. All telephone, cable television, and electric power service lines, wherever and whenever situated, shall be underground.

ARTICLE III.

GENERAL PROVISIONS

1. The Declarant 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 Declarant 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 for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Tara Hills, Inc., or any person, firm, corporation, partnership, or entity designated in writing by Tara Hills, Inc., in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots covered by this Declaration.

3. Invalidation of any one of these covenants 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 Declarant has caused these presents to be executed this 22 day of May, 1981.

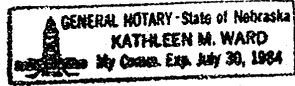
TARA HILLS, INC.,

By Michael J. Hogan

54-304D

STATE OF NEBRASKA )  
                          ) ss.:  
COUNTY OF SARPY    )

The foregoing instrument was acknowledged before me this  
22 day of May, 1981, by Michael J. Hogan,  
President of Tara Hills, Inc., a Nebraska corpo-  
ration, on behalf of the Corporation.



*Kathleen M. Ward*  
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Notary Public