

WASHINGTON COUNTY NEBRASKA
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By *Bridget Abraham Deputy*
Carolyn M Stodola, Register of Deeds

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Recording Return to:

Brenda Wheeler, City Clerk, City of Blair, 218 S. 16th Street, Blair, NE 68008 (402) 426-6694

**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF TRANSFORMATION HILL ADDITION,
A SUBDIVISION IN THE CITY OF BLAIR, WASHINGTON COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by The City of Blair, a City of the First Class and a political subdivision organized under the laws of the State of Nebraska, a municipality, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 28 through 57, inclusive, Transformation Hill Addition, a subdivision, as surveyed, platted and recorded in Blair, Washington County, Nebraska.

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

The Declarant desires to provide for the preservation of the values and amenities of TRANSFORMATION HILL ADDITION, for the maintenance of the character and residential integrity of TRANSFORMATION HILL ADDITION, and for the acquisitions, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Transformation Hill Addition.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, 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 the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions 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

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fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLE I.
RESTRICTIONS AND COVENANTS

1. 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 Declarant, or its successors or assigns.

2. No residence, building, fence (other than fences constructed by the Declarant), wall, pathway, driveway, patio, patio cover enclosure, deck, rock garden, swimming pool, pool house, satellite receiving station or "discs", solar heating or cooling devices, or other external improvements, above or below ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading, excavation or tree removal for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

A. Sale of any Lot will be contingent upon a Buyer obtaining an approved building permit and a signed contract with a building contractor. If the Buyer is doing the construction of the residence (house), he or she shall furnish evidence Buyer can complete the construction project. The Buyer shall furnish a letter to the Declarant that he or she has secured financing for the construction loan. Furthermore, all construction shall begin within One Hundred and Twenty (120) days of closing on the lot. Buyer understands that if construction does not begin in One Hundred and Twenty (120) days from the date of closing on the Lot, the Declarant shall have the absolute right to rescind the purchase of the Lot and shall refund payment to the Buyer upon title to the Lot reverting back to the Declarant.

B. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvements. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

C. Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a residential community with homes constructed of high quality materials. The decisions to approve or refuse approval of a proposed Improvement shall be erected by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. If Declarant

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determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvements.

D. The minimum house size is One Thousand Fifty (1050) square feet, meaning the first floor finished square feet shall be 1050 square feet. The 1050 square feet shall not include any garage or patio square feet.

E. The house shall have a minimum two (2) bedrooms finished on the main floor, an attached two (2) car garage, a full basement, an asphalt shingle roof, a roof with a minimum one-twelfth (1/12) pitch, a minimum roof overhang of twelve (12) inches, horizontal siding (consisting of steel, wood, and/or vinyl siding components), two (2) car concrete driveway. There will be no fences in the front yard of the property. All accessory structures shall be smaller than eight hundred sixty-four (864) total square feet and shall not be taller than the principle housing structure. All houses and accessory structures will be constructed to meet the International Building Code. Furthermore, no recreational vehicles, cars, buses, campers, motorcycles, golf carts, vans, or any other motorized vehicle shall be parked in any yard, grass, front yard, and shall only be parked on a paved driveway or paved concrete slab which is approved by the Declarant.

F. No person, entity, corporation, business, partnership, and/or individual shall own any more than three (3) lots at one (1) time.

G. Written Notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

H. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height. No structure, building or porch shall be constructed, erected, installed or situated within (25) feet of the front yard line, except as set forth herein, all Improvements on the Lots shall comply with all other set back requirements of the Zoning Code of the Municipal Code of the City of Blair,

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4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with clay-fired brick or stone or other material approved by Declarant. All exposed side and rear concrete or concrete block foundation walls not facing a street must be covered with clay-fired brick, stone, siding or shall be painted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with wood or other material approved in writing by Declarant. Unless other materials are specifically approved by Declarant, the roof of all Improvements shall be covered with asphalt shingles or wood cedar shakes or wood shingles.

5. No streamers, posters, banners, balloons, exterior illumination or other rally devices will be allowed on any Lot in the promotion or sale of any Lot, residential structure or property unless approved in writing by the Declarant. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a Lot as "For Sale". No business activities of any kind whatsoever shall be conducted on any Lot including home occupations as defined in the Zoning Code of the Municipal Code of the City of Blair, Nebraska; 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 resident thereof. 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 Declarant, their agents or assigns, during the construction and sale of the Lots.

6. No obnoxious 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. Exterior light installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent Lots.

7. Exterior televisions or radio antenna of any sort shall not be permitted on any Lot, except a satellite receiving dish not exceeding 24 inches in diameter and attached directly to the residence may be permitted provided that the location and size of the proposed satellite receiving dish be first approved by the Declarant, or its assigns.

8. No repair of any boat, automobiles, motorcycles, trucks, campers (trailers, van-type, auto-drawn or mounted), snowmobiles, recreational vehicles (RV), other self-propelled vehicles or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat inconspicuous a manner as possible.

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9. 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 a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 9 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the 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 Blair, Nebraska.

10. No incinerator or trash burner shall be permitted on any Lot. No 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 in the front yard at any time and any clothes line shall be in the rear yard only. Produce or vegetable gardens may only be maintained in rear yard.

11. No fences shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. Unless other materials are specifically approved in writing by Declarant, fences shall be composed of wood, wrought iron or vinyl. No fence of any type shall be permitted within or upon any easement.

12. No swimming pool may extend more than one foot above ground level; provided, however this shall not include a temporary small swimming pool not exceeding two feet (2') in height and not requiring a City of Blair permit for the pool or a surrounding fence. All swimming pools shall be in the rear yard only.

13. Construction of any Improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the grade or contour of any Lot.

14. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed eight (8) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Blair.

15. 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 concrete. No asphalt overlay of driveway approaches will be permitted.

16. 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 for one dog house; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog house shall only be allowed at the rear of the residence, attached to or immediately adjacent to the residence. Dog runs or kennels shall be permitted only with approval of the Declarant, or its assigns; provided always that any permitted dog run or kennel shall be located immediately adjacent to the rear of the residence. No animals, livestock, agricultural-type animals, fowl, or poultry of any kind, including pot-bellied pigs, shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets maintained within the residential structure may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner.

17. 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, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

18. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

19. No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Transformation Hills to any Lot without the written approval of Declarant. However, accessory structures may be constructed on the property if it is smaller than eight hundred sixty-four (864) total square feet, not be taller than the principal housing structure, constructed to meet the International Building Code, and with the approval of the City of Blair.

20. Furthermore, no recreational vehicles, cars, buses, campers, motorcycles, golf carts, vans, or any other motorized vehicle shall be parked in any yard, grass, front yard, and shall only be parked on a paved driveway or paved concrete slab which is approved by the Declarant.

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21. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

22. Declarant does hereby reserve unto itself the right to require the installation of siltation fences or erosion control devices and measures in such location, configurations, and designs as it may determine appropriate in its sole and absolute discretion.

ARTICLE II.
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to any company which has been granted a franchise to provide a cable television, utility, and/or internet system within the Lots, Washington County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and messages service and for reception on, over, through, under and across five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and exterior lots that are adjacent to presently platted recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easements but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

2. Other easements are provided for in the final plat of Transformation Hill Addition which is filed in the Register of Deeds of Washington County, Nebraska on October 17, 2018, (Instrument No. 2018-03177).

ARTICLE III.
GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by 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 eighty-nine (89) years after the recording of this Declaration. This Declaration may be amended by Declarant, or any person, firm, corporation, partnership, or entity designated in writing by

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Declarant, in any manner which it may determine in its full and absolute discretion for a period of twenty (20) years from the date hereof. After the Declarant owns no other Lots in the Subdivision, 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. The Owners are hereby put on notice that after the Declarant does not own any lots in the Subdivision, the Declarant will no longer have any duty to enforce these Covenants and it will be the sole discretion of the Subdivision whether to enforce said covenants by a vote of not less than seventy-five percent (75%) of the Lots covered by this Declaration. After the Declarant owns no other Lots in the Subdivision, the Owners understand that the Declarant will file a Notice of Termination of Status of Declarant.

3. City of Blair is a municipality organized as a City of the First Class under the State of Nebraska, or its successors or assigns, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, Association may appoint itself or another entity, associate or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

4. 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.

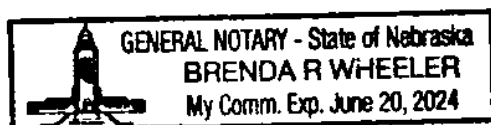
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 11th day of May 2021.


THE CITY OF BLAIR, a municipality organized under Laws of the State of Nebraska.


Richard Hansen, Mayor of Blair

STATE OF NEBRASKA)
) ss
COUNTY OF WASHINGTON)

On this 11th day of May 2021, before me, a Notary Public, personally came RICHARD HANSEN, the Mayor for the City of Blair, to me personally known to be the identical person whose name is affixed to the above foregoing instrument, and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said City of Blair.




Notary Public

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