

*New*

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Pages 6



After recording return to:  
Seacrest & Kalkowski, PC, LLO  
1111 Lincoln Mall, Suite 350  
Lincoln, NE 68508

**BAYLOR HEIGHTS ADDITION  
PROTECTIVE COVENANTS**

*Baylor Heights*  
WHEREAS, RLM Enterprises, LLC, a Nebraska limited liability company (hereinafter referred to as the "Owner"), is the owner of Lots 1 – 11, Block 1; Lots 1 - 13, Block 2; Lot 1, Block 3; and Lot 1, Block 4; all located in Baylor Heights Addition, Hickman, Lancaster County, Nebraska (hereinafter referred to collectively as the "Property"); and

WHEREAS, the Owner desires to establish a uniform plan for the residential development of the Property.

NOW, THEREFORE, the Owner does hereby create, establish and adopt the following covenants and restrictions against and upon the Property, which shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof:

1. DEFINITIONS:

- (A) The term "City" shall be deemed to mean the City of Hickman, Lancaster County, Nebraska.
- (B) As used herein the term "Lot" or "Lots" shall be deemed to mean all single family Lots now or hereafter located on the Property, which are shown on any Final Plat of all or any portion of the Property; provided that said Final Plat has been filed with the Register of Deeds of Lancaster County, Nebraska.
- (C) The term "Lot Owner", shall be deemed to mean the owner or owners of record of any Lot.
- (D) The term "Owner", shall be deemed to mean RLM Enterprises, LLC, a Nebraska limited liability company, or its successors or assigns.

*RLM Enterprises  
8543 Flint Lock Cr  
Lincoln, NE 68526*

- (E) The term "Property", shall be deemed to mean Lots 1 – 11, Block 1; Lots 1 - 13, Block 2; Lot 1, Block 3; and Lot 1, Block 4; all located in Baylor Heights Addition, Hickman, Lancaster County, Nebraska.

2. No Lot nor any dwelling hereafter placed or constructed on any Lot shall be used other than for residential purposes. Any residence constructed on any Lot shall be completed within six (6) months after the commencement of construction. The design and size of all buildings constructed upon a Lot must be approved by Owner in accordance with paragraph 4 below. Any dwelling or outbuilding must be constructed in conformance with the Hickman Municipal Code including, but not limited to, its zoning, subdivision and building regulations.

3. The Owner reserves to itself and its assigns, the exclusive right to establish all grades and slopes upon all Lots and Common Area and to fix the grade at which any dwelling shall be placed or constructed upon any Lot in conformity with the general plan for the development of the Property, and the City's Municipal Code including, but not limited to, its zoning, subdivision and building regulations. Once such grades, slopes and/or contours have been established by the Owner, they shall not be changed in connection with the construction of any building or other improvement on a Lot without written permission from the Owner, but in no event will any such lot be graded or sloped so as to change the flow of surface waters to or from adjoining Lots.

Each Lot Owner shall be responsible for implementing and maintaining adequate erosion control measures on its Lot. The adequacy of erosion control measures on a Lot shall be subject to continual review during construction and until sod or seeding has been established on the Lot. Each Lot Owner shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot. Owner shall have the right to require any member to maintain silt fences, straw bales or other additional measures if soil is observed to be eroding onto abutting Lots, sidewalk or into any street, detention area or storm sewer swale. In the event Lot Owner fails or refuses to perform any required implementation or maintenance of erosion control measures, the Owner after twenty-four (24) hours' notice to the Lot Owner in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance, together with a ten percent (10%) administrative fee, shall be the personal obligation of the Lot Owner of the Lot failing to perform their obligations, shall bear interest at the rate of fourteen percent (14%) per annum and shall be a lien upon the lot assessed.

No dirt from grading, excavation or resulting from any other activity on any Lot may be removed from the Property without the prior written permission of Owner. Owner will designate an area or areas within the Property for stockpiling dirt and those placing dirt in such areas will level it so as to allow for mowing and maintenance.

4. Plans for any dwelling or other structure to be placed or constructed upon any Lot shall show the size, exterior material and exterior color, design and plot plan for the building. One set of such plans shall be left on permanent file with the Owner. The construction of any dwelling or other structure on any Lot shall not be commenced unless and until written approval of the plans for the building have first been obtained from the Owner. Written approval or

disapproval of such plans shall be given by the Owner within thirty (30) days from and after the receipt thereof. Approval of such plans shall not be unreasonably withheld. In the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given. The Owner however, reserves to itself and its assigns the exclusive right to approve or disapprove any such plans, if in its sole opinion either the size, material or exterior plan do not conform to the general design standard, and overall development characteristics of the Property.

5. The following general standards of development shall guide the Owner in the review of any plans for dwelling structures submitted for approval within the Property. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Owner shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. The Owner shall have the right to reduce, increase or otherwise explicitly modify these standards within other additions to the Property.

a. Minimum Floor Area. The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be as follows:

- i. Single story ranch style: 1,250 sq. ft.
- ii. Two story: 1,000 sq. ft. on the ground floor
- iii. Multi-level/split entry: 1,300 sq. ft.

b. Exterior Finish.

- i. Approval. All exterior finish materials and colors, except for earth tones, shall be approved by the Owner.
- ii. Front Elevation. The front elevation of any dwelling shall be faced with at least 25% brick or stucco. There shall be no exposed foundation on the front elevation of any dwelling, except areas where less than 6 inches of foundation is showing.
- iii. Exposed Foundation. Exposed foundation walls other than the front elevation shall not exceed an average of 24 inches and shall be painted or sided to match the exterior color scheme of the dwelling.
- iv. Roofing Materials. Roofing materials shall be equal to or better than an architectural-grade shingle which provides an appearance of depth such as the Horizon shingle.

c. Attached Garage. All dwellings shall have at least a full size, two stall attached garage which shall not exceed the height of the dwelling.

d. Solar Panels. Any active solar panels shall be flush with the roof or side

wall of a dwelling and shall not be located in any required yard or upon any accessory structure.

The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling.

- a. Fencing. Fencing (other than decorative garden fencing not exceeding 24 inches in height) shall not be constructed closer to the street than the front elevation of the dwelling and shall be constructed with the finished side facing the lot line. No livestock-type fencing material of any type shall be permitted on any Lot.
- b. Accessory Structures. Accessory structures such as storage sheds and playhouses shall be constructed of compatible and similar materials and design with the dwelling. These structures shall not exceed 120 square feet, be more than 10 feet in height, and shall not be located in the front or side yard setback or within 5 feet of any lot line. All other accessory improvements such as swing sets and sand boxes shall be compatible with the quality of the overall development and shall be maintained in good order and an attractive condition.
- c. Dog Kennels. Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard or within 7.5 feet of any Lot line. Dog runs and kennels shall not be located in the front yard or side yard setback.
- d. Landscaping. All front, side and rear yard areas shall be sodded or have seeding established within six (6) months after completion of any dwelling constructed within the Property.

6. All dwellings and outbuildings located on any Lot shall be constructed in conformity with the requirements of the City Municipal Code including, but not limited to, its zoning, subdivision and building regulations.

7. No partially completed dwelling or temporary building and no tent or shack on any Lot located on the Property shall be used as either a temporary or permanent residence; except that the Owner or any builder constructing homes on the Property may use temporary buildings for storage of tools and materials used in constructing homes and general development of the subdivision.

8. No wires, antennas or other equipment for electric power or electronic communications shall be permitted on any Lot, except underground or within a building; provided a satellite dish up to eighteen (18) inches in circumference may be permitted subject to written approval under paragraph 4 specifying the location and required screening for the dish.

9. No noxious or offensive activity shall be carried on or permitted upon any Lot; nor shall anything be done thereon which is or may become an annoyance or nuisance to the adjoining Lots or endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining Lots.

10. No advertising signs, billboards, or other advertising device shall be erected, placed or permitted on any Lot, provided however, that the Owner may place signs, advertising Lots for sale, and provided further, that a sign advertising a single Lot for sale may be placed upon such Lot by the Lot Owner.

11. 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 purpose

12. Any Lot Owner, except for the Owner, of a Lot which abuts or is adjacent to a public sidewalk, as shown on the Final Plat of all or any portion of the Property, shall install and maintain such sidewalk. Sidewalks shall be constructed and paid for by such Lot Owner upon the earlier date of: (i) the construction of a single family residence on such Lot; or (ii) whenever required by the City.

13. No recreational vehicle, as defined by the City Municipal Code, as the same may hereafter be amended, shall be parked or stored on or in front of any Lot, except within an enclosed structure; provided, however, that recreational vehicles may be temporarily parked on or in front of a Lot for a period of time not to exceed 21 days per year.

14. Any Lot Owner of any Lot on which a landscape screen is required to be installed by the City, whether such landscape screen is composed of structural or live plant materials, shall continuously maintain such landscape screen.

15. The Owner may, at any time, add contiguous similarly developed real estate to the Property without the consent or approval of the Lot Owners, subject to all zoning and subdivision requirements of the City. Such additions shall be made by the Owner's recordation of an addendum adding the legal description of such additional real estate to the definition of "Property" contained in these Protective Covenants at the Register of Deeds, Lancaster County, Nebraska, thereby subjecting the additional real estate to the covenants and restrictions of these Protective Covenants.

16. RLM Enterprises, LLC shall have the power to assign any or all of its rights as Owner in these Protective Covenants to a successor or assign, at such time as the Owner deems appropriate, and such assignee shall thereafter serve as Owner with the same authority, powers, and responsibilities as the original Owner.

17. These Protective Covenants shall run with the land and shall be binding upon and enforceable by the Owner, all persons claiming under the Owner and all persons that have ratified or accepted the burdens or benefits. These Protective Covenants may be terminated or

modified, in writing, by the Lot Owners of two-thirds of the Lots within the Property, at any time.

18. The enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages. If any action is brought in any court to enforce the terms or provisions of any of these Protective Covenants, then if the person instituting such proceeding is successful, that person shall also be entitled to an award of all costs and fees, including reasonable attorney's fees, incurred in connection with such proceeding, to the extent allowed by law. Failure of the Owner or any Lot Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

20. The invalidation of any one of the covenants and restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

Dated this 14<sup>th</sup> day of June, 2016.

**RLM ENTERPRISES, LLC**, a Nebraska  
limited liability company

By: Roland Meyer  
Roland Meyer, Managing Member

STATE OF NEBRASKA            )  
  )ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me on this 14<sup>th</sup> day of June, 2016, by Roland Meyer, Managing Member of **RLM Enterprises, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

Loures A Meade  
Notary Public

