

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SWALLOW HILL ESTATES
LOTS 1 THROUGH 42 INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth,
by Pioneer Federal Savings and Loan Association, a Nebraska
banking corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of the following described
real property:

Lots 1 through 42, Swallow Hill Estates
Subdivision, a Subdivision of Cass County,
Nebraska

WHEREAS, Declarant will convey the said property, subject
to certain protective covenants, restrictions, reservations,
liens, and charges as herein set forth:

NOW, THEREFORE, the Declarant hereby declares that all of
the lots described above shall be held, sold, and conveyed subject
to the following easements, restrictions, covenants and conditions,
all of which are for the purpose of enhancing and protecting the
value, desirability and attractiveness of said lots. These
easements, covenants, restrictions, and conditions shall run with
said real property and shall be binding upon all parties having
or acquiring any right, title, or interest in the above-described
lots, or any part thereof, and they shall inure to the benefit of
each owner thereof.

PART A. RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA

A-1. No lot shall be used except for residential purposes.

A-2. No building, fence, wall, driveway, patio, patio
enclosure, rock garden, swimming pool, dog house, tree house,
television antenna, radio antenna, flag pole, solar heating or
cooling equipment, 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

Doc #216
FILED FOR RECORD *8:21-1981* AT *11:30* A. M. IN BOOK *25* OF *Miss*
PAGE *199* REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpot *#21.75*

COMPARED

plot, nor shall any grading, excavation or tree removal be commenced, until the following is submitted and approved by the Declarant or any person, firm, corporation, partnership or entity designated in writing by the Declarant, to wit:

1. Plot Plan.
2. Grading Plan.
3. Construction plans and specifications.
4. Exterior Colors and/or Materials.

Declarant shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that the Declarant and 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 general character plan and scheme for the development of the subdivision. The approval or disapproval of the undersigned Declarant or its designee as required in these covenants shall be in writing. Failure of Declarant or its designee 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.

A-3. All dwellings built upon the lots described herein shall be single-family dwelling units and shall have a minimum of finished living area exclusive of open porches, breezeways, and garages of 1,200 square feet of living area. Each dwelling unit shall have a two-car garage with a minimum inside space of 20 feet by 20 feet.

A-4. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding, brick or stone, and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone or siding.

A-5. Construction of fences must be approved by the Declarant or its designee.

A-6. Dwelling shall not be moved from outside Swallow Hill Estates on to any lot without the written permission of Declarant or its designee.

A-7. No living tree greater than six inches in diameter at a point two feet above the ground located upon any lot described herein may be moved, removed, cut or destroyed unless complete plans showing the exact tree or trees to be moved, removed, cut, or destroyed, and the reason therefor, shall have been submitted to and approved in writing by the Declarant or its designee. It is Declarant's intention to maintain Swallow Hill Estates in its natural state as much as possible.

A-8. No structure of a temporary character, trailer, basement, tent, shack, barn or other building shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently, without written permission by the Declarant or its designee.

A-9. No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity shall be carried on, conducted, or otherwise permitted to commence or continue on any lot.

A-10. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-11. No livestock, swine, fowl, poultry, or goats or any non-domesticated animal of any kind shall be kept or maintained on any part of the above-described real property without written permission from the Declarant or its designee, except that dogs, cats, or other household pets and not more than five (5) horses may be kept on the above-described real property, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner.

placed in the rear or side yard. Detached accessory buildings are not permitted unless specifically authorized by the Declarant or its designee.

A-15. All lots shall be kept free of rubbish, debris, merchandise and building materials. In addition, vacant lots shall not be used for dumping of earth or any other waste materials; no vegetation on vacant lots shall be allowed to reach more than a maximum of six (6) inches.

A-16. Gardens shall be permitted only if maintained in the rear yard of any lot, behind the dwelling on said lot.

A-17. No advertising sign or other poster, including "For Sale" signs may be erected, maintained or established in any manner on any portion of any lot, except one four (4) square foot advertising "For Sale" sign may be erected and maintained on the lot where a dwelling unit as described herein exists at the time of the placement of the sign.

A-18. No lot described herein may be subdivided at any time.

A-19. All telephone and electric power service shall be underground.

A-20. It is the intention of the Declarant that the natural trails within Swallow Hill Estates shall not be used by motorized vehicles of any kind or sort, and no structures shall be build upon or near said trails to block or hinder the access to the same.

A-21. No hunting shall be allowed by any person or permission to hunt given by any person on any of the real property described herein.

A-22. All dwelling units and other buildings located upon the lots described herein may be closer to the lot boundary that abutts the road right of way than thirty (30) feet and not closer than fifteen (15) feet from the lot boundary lines not abutting a road right of way.

A-23. No owner of any part or portion of the real property described herein shall cause excessive noise with any motor vehicle of any type, including motorcycles, nor allow others to create

Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

C-3. Invalidation of any one of these covenants by judgment or a 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 28 day July, 1981.

DECLARANT:

PIONEER FEDERAL SAVINGS AND
LOAN ASSOCIATION, A Nebraska
Banking Corporation,

By Donald D. Garnett

STATE OF NEBRASKA)
COUNTY OF CASS) ss

The foregoing instrument was acknowledged before me this 28 day of July, 1981 by Donald D. Garnett, Executive Vice President of Pioneer Federal Savings and Loan Association, a Nebraska Banking Corporation.



Martha Ann Williams
Notary Public