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**NP Dodge Co.**  
Land Development  
8701 W. Dodge Rd.  
Omaha, NE 68114

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**DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR LOT 1 MILLARD PARK**

**THIS DECLARATION, made on the date hereinafter set forth by MILLARD PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant",**

**WITNESSETH:**

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

**Lot 1 in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and**

**WHEREAS, the Declarant will convey said Lot, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,**

**NOW, THEREFORE, the Declarant hereby declares that the Lot described in Article I.C. below 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 the Lots in the Properties. 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 Lot, or any part thereof, and they shall inure to the benefit of each Owner thereof and the Owners of all other Lots in the Properties.**

**ARTICLE I  
DEFINITIONS**

**A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.**

**B. "Properties" shall mean and refer to all lots in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.**

**C. "Lot" shall mean and refer to Lot 1 Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska and any lots created by a subdivision of said Lot, if any.**

**D. "Declarant" shall mean and refer to Millard Park Limited Partnership, a Nebraska limited partnership, and its successors and assigns.**

**E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.**

**ARTICLE II  
ARCHITECTURAL CONTROL**

**A. No building, fence, (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on the Lot, nor shall any grading,**

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excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

### **ARTICLE III** **RESTRICTIONS FOR BUILDINGS**

A. Buildings will be permitted only if approved by the Architectural Control Committee and shall not be approved unless they are compatible with the residential character of Millard Park in the opinion of the Architectural Control Committee in its sole and absolute discretion.

B. All buildings on the Lot shall comply with the set back requirements of the Zoning Code of Sarpy County as the same may be amended from time to time.

C. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor the Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.

D. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on the Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on the Lot, except that dogs, cats, or other household pets maintained within the building 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.

E. No incinerator, or trashburner shall be permitted on the Lot. No garbage, trash can or container shall be permitted to remain outside of any building unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any building except while in actual use.

F. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of the Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

G. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on the Lot when construction is started on the main structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches.

H. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lots at any time.

I. No noxious or offensive activity shall be carried on upon the 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.

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

K. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on the Lot unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on said Lot, unless approved by the Architectural Control Committee in writing.

L. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

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M. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lot. No television antenna, no antenna of any kind or nature, no satellite dish, shall be allowed on the Lot unless completely screened from view from every street and from all other lots in the Subdivision in a manner approved by the Architectural Control Committee.

#### **ARTICLE IV** **Easements and Licenses**

A. A perpetual license and easement is hereby reserved in favor of and granted to U.S. West Communications, City or County franchised cable television firms, and to Omaha Public Power District, and their successors and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future Owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if said utility companies fail to construct any wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to building shall be underground.

C. By a separate document perpetual easements have been reserved to all Owners of lots in the Properties on part of Lot 1 for entrance markers for the subdivision. Said easement is recorded in the Miscellaneous Records of Sarpy County, Nebraska.

#### **ARTICLE V** **GENERAL PROVISIONS**

A. The Declarant, or its assigns, or any Owner of a lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for 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.

B. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the 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 in the Properties.

C. Invalidation of any one of these covenants by judgment or court order shall in no way effect 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 6th day of June, 1996.

DECLARANT:

MILLARD PARK LIMITED PARTNERSHIP,  
A Nebraska limited partnership

BY: DODGE DEVELOPMENT, INC.  
a Nebraska corporation,  
the sole General Partner

BY: W. L. Morrison, Jr.  
W. L. Morrison, Jr., President

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS   )

On this 6th day of June, 1996, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Development Inc., a Nebraska corporation, which corporation is the sole general partner of Millard Park Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed as the voluntary act and deed of such corporation, and the voluntary act and deed of said limited partnership.

Witness my hand and official seal the day and year last above written.

Kristy J. Gregath  
Notary Public

