

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 17th DAY OF March A.D. 19 45
AT 4:03 O'CLOCK P. M. AND RECORDED IN BOOK
238 AT PAGE 755-762
COUNTY CLERK Charlotte Peterson
DEPUTY Karen Madson

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HAVEN HILL ADDITION, BLAIR, WASHINGTON COUNTY, NEBRASKA**

THIS DECLARATION made on the date hereinafter set forth by S & T Development, L.L.C., a Nebraska Limited Liability Company, hereinafter referred to as the "Declarant".

WITNESSETH:

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

Haven Hill Addition as legally described on Exhibit "A" attached hereto and by this reference incorporated herein.

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

NOW, THEREFORE, the Declarant thereby declare 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.

**ARTICLE I
DEFINITIONS**

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

B. Properties. "Properties" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of the real estate described hereinabove.

**ARTICLE II
RESTRICTIONS FOR RESIDENTIAL UNITS**

A. Purpose. Restrictive Covenants adopted herein are to preserve the appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location

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within the lot boundary lines, quality of construction and size and suitability for residential purposes as part of its review procedure.

B. Residential Use. The Lots shall be used only for residential purposes.

C. Minimum Square Feet. No building shall be created, altered, placed, or permitted to remain on any Lot other than a detached single family dwelling which shall conform to the following requirements:

(a) One-Story. A one-story house with attached garage (Ranch) shall contain a minimum of 1,700 square feet of living area on the main floor, exclusive of garage area. The garage must be approximately at the same level as the main floor.

(b) One and One-Half Story. A one and one-half story house shall contain a minimum of 2,000 square feet total in area above the basement level.

(c) Two-Story. A two-story house shall contain a minimum of 2,400 square feet total in area above the basement level.

(d) Split-Level. Split-level entries are prohibited.

(e) Only on-site "stick built" houses are allowed.

D. Definitions. For the purposes of these restrictions, two-story height shall, when the basement wall is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports.

E. Maximum Height. The maximum height of the dwelling shall be three (3) stories above the surface grade. The basement will be considered a story even if it is one hundred percent (100%) above grade on one or more sides and essentially below grade on the other sides.

F. Garages. All dwelling units shall have attached, enclosed, side by side, or tandem garages which must be capable of accommodating at least two (2) standard size automobiles per living unit.

G. Setbacks. Lots 2-5 shall have a 35-foot setback requirement for buildings, and buildings on all other lots shall be located in accordance with applicable zoning regulations.

H. Exposed Foundation. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick, stone or stucco, even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be covered with clay-fired brick, stone or stucco. Exposed portions of the foundation on the sides, or rear, not facing a street of a dwelling located on a corner lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, stucco, siding, or shall be painted.

I. Fireplaces and Furnace Flues. Every dwelling may have a fireplace. All fireplace chimneys must use triple wall pipe. All chimneys shall be constructed of clay-fired brick, stone or stucco.

J. Fences. No fences may be built forward of the rear most wall at each side (corner) of the rear of the dwelling except decorative fences no more than 42" in height constructed of brick, wrought iron, stone or wood, and being 50% open. Fences on side and rear yards shall be constructed only of wood, decorative iron, brick or stone, and shall not exceed 6'. Temporary or permanent wire, chain link, barbed wire, electrified, and/or snow fences are strictly prohibited.

K. Prohibited Structures. No structure of a temporary character, basement, tent, shack, barn, or other out building shall be erected on said Lot, or used as a residence, temporarily or permanently. No prefabricated, or factory built house, or manufactured housing, trailer homes or mobile homes shall be moved onto any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. This prohibition specifically includes mobile homes, manufactured or prefabricated homes, and modular homes. Detached accessory or utility buildings are permitted so long as they are kept in good repair and are no larger than 12' x 14', matching the roof design, color, and building material of the main residence.

L. Roofs. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall have a roof composition of not less than 235 lb. shingles of asphalt, fiberglass, woodshakes or cedar wood shingles.

M. Restrictions on Pets. Animals other than customary house pets are prohibited. Care shall be taken to keep these pets within the confines of one's own property. No animals, livestock or poultry of any kind shall be raised, bought, or kept on said lots, except that dogs, cats, or

other household pets are permitted if they are not kept, bred or maintained for any commercial purpose.

N. General Appearance Restrictions. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision except during construction of a residential dwelling or the day trash is collected for the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No clotheslines shall be permitted outside of any dwelling at any time. Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling. Detached accessory or utility buildings of any size are not permitted.

O. Vehicle Restrictions. No semi-truck or trailer, camper, recreational vehicle, boats or similar vehicles shall be stored or maintained on the premises unless they are stored and housed inside a completely enclosed storage building. No repair of boats, campers, automobiles, trucks, motorcycles, or similar vehicles will be permitted outside of the garage on any lot for any longer than forty-eight (48) hours.

P. Lots Free of Rubbish and Mowing. All Lots shall be kept free of rubbish, debris, merchandise, and building material; however, building materials may be placed on Lots when construction is started on the main residential 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 shall be allowed to reach more than a maximum height of eight inches (8").

Q. No Filed Crops on Lots. No field crops shall be grown upon any Lot at any time.

R. Restrictions on Use of Lot. No noxious 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. Further, home occupations, as defined in the applicable law of the City of Blair, Nebraska, shall not be permitted to take place within any of the residential dwellings on the Lots.

S. Drainage Restriction. Lots 1-7 are subject to an engineered drainage design which accommodates Haven Hill

Addition and complies with City regulations. Each lot owner is charged with knowledge of the drainage design and may not alter the same. Each lot owner shall maintain the drainage system located on their individual lot and preserve the integrity of the drainage design. Any lot owner who alters, changes, or destroys this design shall be liable for any damages that occur because of said alteration, change or destruction.

T. When Dwelling Completed. A dwelling on which construction has begun must be completed within one (1) year from the date the Building Permit was issued for said dwelling.

U. Gardens. Vegetable gardens shall be permitted only if maintained in the designated rear yard of any Lot behind the dwelling on said Lot and may not exceed 20 square feet.

V. Lawn and Yard Maintenance. All Lots shall be neatly maintained at all times, all grass and weeds shall be kept at a reasonable height (maximum 8"). There shall be no accumulation of debris, machinery, disabled automobiles, or offensive material of any kind. No posters or advertising signs of any kind (except residential "For Sale" signs) shall be erected on any Lot. The above restriction does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. All yards must be planted with seed or sod within one year of the date of construction of the residence.

W. Exterior Lighting, Alarms. 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 Lots. Any audible alarm system shall be set to sound for no longer than five (5) minutes.

X. Mailbox. Mailboxes shall be mounted on a wooden post or masonry setting and of a design satisfactory to the U.S. Postal Service and complying with the general statement.

Y. Sewer Systems. All sewer systems must be installed so as to comply with the existing State/County Health Codes. Such systems must be inspected during installation by an appropriately designated Health Inspector.

Z. Excavation. All excavations, including utility trenches, shall be kept filled, compacted, and maintained by the owner of each Lot and in no event shall the undersigned or its agents and associated entities become liable for such work or maintenance or any other claims arising from such excavations. No material other than earth, sand, rock, or gravel shall be used as fill or backfill on any Lot.

ARTICLE III
EASEMENTS AND LICENSES

A. All Lines Must Be Underground. All telephone, cable television, electrical power services lines, and gas lines from property line to dwelling shall be underground. No outside radio or television antennae, TV dish, or other electronic antennae shall be erected on any building lot.

ARTICLE IV
GENERAL PROVISIONS

A. Who May Enforce Covenants. The Declarant, its assigns, and any owner of a Lot named herein, shall each have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages 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. Term of Covenants. This Declaration and the restrictions contained herein shall remain binding and in full force and effect for a period of twenty (20) years from the date of filing this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years unless by written agreement of two-thirds (2/3) majority of the then owners of the Lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska.

C. Amendment. This Declaration may be amended, changed by additional provisions or deleting provisions by the Declarant, or any persons, 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 covered by this Declaration.

D. Invalidation. 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.

EXHIBIT "A"

Tax Lot 101 lying in the NE1/4 SE1/4 NE1/4 of Section 14, Township 18 North, Range 11 East of the 6th Principal Meridian, Washington County, Nebraska, and more particularly described as follows: From the northeast corner of the SE1/4 NE1/4 of said Section 14, T 18 N, R 11 E; thence S 89°59'33" W (assumed bearing) along the north line of said SE1/4 NE1/4 a distance of 329.03 feet to a point on the northerly projection of the west lines of Tax Lot 112 and Thompson's Twin Elm Addition as said Tax Lot and said Addition were surveyed, platted and recorded in the Washington County Courthouse, said Point also being the Point of Beginning; thence S°00 14'33" E along said west lines and their northerly projection a distance of 660.34 feet to the southwest corner of Lot 8 in said Thompson's Twin Elm Addition, said Point lying on the south line of the NE1/4 SE1/4 NE1/4 of said Section; thence N 89°49'51" W along said south line a distance of 330.40 feet to the southwest corner of said NE1/4 SE1/4 NE1/4; thence N 00°07'10" W along the west line of said NE1/4 SE1/4 NE1/4 a distance of 659.32 feet in the northwest corner of said NE1/4 SE1/4 NE1/4; thence N°89 59'33" E along the north line of said NE1/4 SE1/4 NE1/4 a distance of 328.98 feet to the Point of Beginning; and containing 4.99 Acres, more or less.