

95-12653

Declaration of Covenants, Condition and Restrictions
Lyman Hylands

TO WHOM IT MAY CONCERN:

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners or all or any part of the following described real estate:

Lots 26 through 50, Lyman Hylands, a subdivision as surveyed, platted and recorded, Sarpy County, Nebraska.

If the present or future owners of any of said lots or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any 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.

A. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All lots shall be kept free of trash and debris and weeds shall be kept cut to a height of not more than twelve inches above ground.

B. No trailer, basement, tent, shack, garage, barn or other out building erected on said property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; and before any home shall be occupied as a residence, the entire building must be substantially completed and the exterior must be fully completed. Upon the commencement of construction of any residence or building, they must be completed within twelve (12) months thereafter.

C. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and U.S. West Communications, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under and upon a ten (10) foot strip of land adjoining the rear and side boundary lines of said lots; said license being granted for the use and benefit of all present and future owners of lots.

DAKOTA TITLE & ESCROW CO.

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D. The following shall be prohibited on all lots:

1. No fuel tanks on the outside of any house shall be exposed to view.
2. No garage or other out building shall be erected on any lot for dwelling purposes before the residence thereon is constructed.
3. The assembly, disassembly or general service work on any car, truck and equipment must be completed within 30 days unless performed in an enclosed garage. Farm equipment, used in the general care and maintenance of any lots, recreation-type vehicles, trailers, campers or boats shall be permitted to be parked outside, provided they are sheltered from public view.
4. No parked trucks, tractors or refrigeration trailers shall be left running on any lot.
5. No swine shall be permitted on any lot without prior written approval of all lot owners.

E. The minimum dwelling sizes in Lyman Hylands (the property) shall be as follows.

1. For a ranch style (one level) or split entry home, the ground floor (or main level) shall contain not less than 1,500 square feet of finished living area.
2. For a split-level, tri-level, or multi-level home, the top three (3) levels shall contain a total of not less than 1,800 square feet of finished living area.
3. For a one and one-half (1-1/2) story or two (2) story home, the total finished living area for the first and second floors shall contain not less than 2,000 square feet.
4. All homes shall have an attached or built-in garage for two (2) cars.
5. All accessory buildings shall be of a useful purpose and be constructed of colored metal, brick, wood, and/or cedar siding and kept painted.
6. Prior to any construction, owners agree to comply with all zoning regulations of the governing jurisdiction.
7. All homes shall have a minimum of 40% of the front faced with brick or stone.

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8. No dwelling constructed at another location shall be moved to any lot within this subdivision.
 9. All lots shall plant in the front yard a minimum of four (4) evergreen and two (2) deciduous trees with a minimum height of four feet upon completion of final grading.
 10. The owner of each property shall be responsible for the upkeep and maintenance of said property prior to and after building completion. Should the owner of the property not keep the area clear of debris and mowed prior to the construction of the residence completion, the original Declarant, and his successors and assigns, may, at his option, mow and maintain the property at the rate of \$35.00 per hour with the total charge not to exceed \$400.00 per year. The owner shall take whatever steps are necessary to control noxious weeds on his property, and shall maintain necessary ground cover in order to prevent erosion.
 11. There shall be an initial committee appointed of the developer(s) and their successors and after the initial years of 1994 and 1995, said committee shall consist of three property owners elected in January of each year. The election of the members of the committee shall be made by the owners of each lot with each lot being entitled to one vote. The top three persons receiving votes shall be members of the committee. In the event less than three members are elected, two persons serving on the committee shall be sufficient. The committee shall be responsible for the maintenance of all roads and utility improvements in the subdivision. A fee, per lot, per annum, will be assessed accordingly as required for the maintenance of all roads and utilities in the subdivision. In the event a fee becomes delinquent, the same will be a lien upon the assessed lot. Fees shall be due and owing within fifteen (15) days after notice of the assessment is mailed to the owner of each lot.
- F. The provisions set forth in sub-parts 1 through 9 of section E. above shall not apply to Lot 25 of said subdivision unless the structure currently existing on said lot is demolished and a new structure built, which replacement structure shall comply with all terms and conditions of this Declaration.

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GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. For a period of ten (10) years from the date of the recording of this agreement, no building shall be erected, constructed, altered, placed or permitted to remain on any lot herein described until the plans and specifications have been approved in writing by the Declarant, their successors and assigns, including any plans for drainage.

3. Enforcement shall be proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

5. Nothing herein contained shall in any way be construed as imposing upon the undersigned Declarant any liability, obligation or requirement to enforce any of the provisions contained herein. The rights, powers and responsibilities of the undersigned Declarant as outlined and contained herein may be assigned and delegated by the undersigned Declarant. Until such time as all tracts are improved, the undersigned Declarant shall have the right, in his discretion, to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other just cause.

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IN WITNESS WHEREOF, the Declarant, being the owner of all of the real property described herein hereby executed this document on the day and year first above written

DATED this 4 day of August, 1994

George McFarling
George McFarling, Declarant

Jeanette McFarling
Jeanette McFarling, Declarant

STATE OF NEBRASKA)

COUNTY OF Sioux

On this 4th day of August, 1994, before me, the undersigned, a Notary Public, in and for said county and state, personally appeared George McFarling and Jeanette McFarling and they acknowledged the execution of the above and foregoing instrument to be their voluntary act and deed.



John J. Koke
Notary Public

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 Cash Chg

STATE OF NEBRASKA
NOTARY PUBLIC NUMBER
95-12653
95 AUG -8 PM 3:15
George McFarling
JEANETTE MCFARLING
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