



1337 347 MISC



06278 00 347-351

Nebr Doc Stamp Tax
Date
\$
By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE
00 MAY -9 PM 12:45
RECEIVED

Returns:
LIBERTY BUILDING
P.O. BOX 100
Elkhorn NE 68022

4883

Misc
FEE 25.00 FB _____
BKP _____ C/O _____ COMP _____
DEL _____ SCAN dc RV _____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by Liberty Building Corporation hereinafter referred to as "Declarant", and those other signatories hereto who join in this Declaration and all of the actions taken by the Declarant herein by their signatures below.

WITNESSETH:

WHEREAS, Declarant is the owner of a parcel of land located in Douglas County, Nebraska, located in the Northwest quarter of the Northwest quarter of Section 25, Township 15 North, Range 10 East of the 6th P.M., in Douglas County, Nebraska, does hereby create, adapt, declare and establish the following restrictions upon the following described property: LEGAL DESCRIPTION:

A parcel of land situated in the Northwest quarter of the Northwest quarter of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at a point 33.0 feet South of and 370.00 feet East of the Northwest corner of said Section 25, said point being on the Southerly right-of-way line of Pacific Street; thence along said Southerly right-of-way line North 88 degrees 01 minutes 26 seconds East, 520.00 feet to a point on the Westerly line of Ranch View Drive; thence along said Westerly line, South 02 degrees 12 minutes 46 seconds East, 167.00 feet; thence parallel with said Southerly right-of-way line, South 88 degrees 01 minutes 26 seconds West, 520.00 feet; thence North 02 degrees 12 minutes 50 seconds West, 167.00 feet to the Point of Beginning.

Said parcel of land contains an area of 86, 840.96 square feet (1.994 acres), more or less.

(the "property")

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of the Property for the purpose of protection the value and desirability of the said property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Property or any part there of their heirs successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

RESTRICTIONS AND COVENANTS

1. **Residential Purposes Only.** The Property shall only be used for duplex, four-plex or multi-family, residential purposes, except for such Parcels or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a building used by the Declarant or Liberty Building Corporation, a Nebraska Corporation hereafter referred to as "Liberty", (Developer) its licensees or assigns, for a manager's office or a sales office.

2. **Subdivision of Parcels Prohibited.** the parcel of land shall not be split or subdivided unless such lot split

in as neat and inconspicuous a manner as possible. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be maintained or stored on any part of a lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year unless such item is parked or stored in a building or on the rear one-half of the lot and in a manner so as not to be visible from neighboring properties, and must be approved by the Declarant, its successors or assigns. No motor vehicle may be parked or stored outside on any lot except vehicles driven on a regular basis by the occupants or guests of the dwelling located on such lot. No grading or excavation equipment, tractor or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. Nor shall the land likewise be used in any manner that will or might cause any noise which could, would or does disturb the peace, quiet, and comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any lands in the subdivision. All of the above shall also apply to any and all streets and Right of Ways.

4. **Temporary Structure.** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the 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; prior to occupancy, the entire building must be substantially completed and the exterior must be fully completed.

5. **Accessory Buildings.** All approved accessory buildings including detached garages, shall be of wood, brick, EFIS, stone, or decorative masonry (excluding Quonset huts and non-factory designed and built metal buildings, which are prohibited on the Property), and shall conform to good architectural design, and shall be harmonious and compatible with neighboring properties. All detached garages and accessory buildings shall be of the same architectural design as the residence and shall be located behind the rear building line of same.

6. **On-Site Construction.** No dwelling constructed in another location shall be moved to the Property.

7. **General Building Restrictions.** To be determined by the Declarant for each proposed building or structure.

8. **Building Set-back Requirements for Homes.** To be determined by the Declarant for each proposed building or structure.

9. **Exterior Details.** The roofs of structures or dwellings and outbuildings shall have a minimum front to back pitch of 6/12 and a minimum of 8/12 for side roofs and shall have Heritage asphalt shake or fiberglass laminated shake shingles (or comparable) which are premium grade and heavy weight, with a minimum thirty-five year warranty. Exposed portions of the foundations on the front shall be clay fired brick or stone. The sides and rear exposed foundation of each dwelling and outbuildings are to be covered with clay-fired brick, stone, EFIS, or stucco from outside corner to outside corner of structure. All exposed portions of fireplace chimneys shall be faced with clay-fired brick, stone, or EFIS; however, in the event a fireplace is located in the rear of the dwelling, or if less than 50 percent of an interior chimney is visible from the street, then said chimney may be covered with siding. In addition, the entire house may be of an Exterior Insulation Finish System (EFIS), in which case the foundation and chimney shall be an EFIS finish; a combination of brick, stone, and/or EFIS is an acceptable exterior finish. Siding shall be Six inch horizontal lap siding only, consisting of masonite, pre finished heavy steel, or concrete board (or comparable). All exterior siding, weather vertical, aluminum, and vinyl siding or sheeting is prohibited, except aluminum for soffits and fascia. Exterior colors used in new construction or in improvements such as periodic repainting shall be neutral, earth tones, or white, and are subject to Architectural approval by Liberty or its successors or assigns. In addition to the foundation, the Declarant or its successors or assigns may require a portion of the front of said building or dwelling to be faced in brick, stone, or EFIS. If EFIS is the only finish used on the front of said building or dwelling it must cover 100% of the front.

10. **Driveways.** All driveways shall be constructed of concrete, brick, or brick paver. No driveways will be allowed to access Ranch view Drive except as approved by the Declarant.

11. **Trash Screening Required.** Outdoor garbage and trash containers are prohibited unless screened from

view of the other properties with a privacy fence.

- 12. **No primary**, flat or mansard roof shall be permitted on any dwelling.
- 13. **Public Sidewalks**, Shall be constructed as required by the Declarant.
- 14. **Water Drainage**, 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 any lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.
- 15. **Easements and Licenses**, Shall be recorded as required and granted by the Declarant.
- 16. **Fences, Etc.** As determined and approved by the Declarant.
- 17. **Trees and Landscaping**, As required and approved by the Declarant. The Declarant shall have the right to require areas of berming and landscaping to create buffers, easements may also be created for these areas and granted to the Declarant or anyone the Declarant so chooses.
- 18. **Billboards and Nuisances Prohibited**, As determined and approved by the Declarant.
- 19. **Maintenance of Equipment and Vegetation**, Any exterior air conditioning condenser unit shall be placed in the rear yard or side yard so as not to be visible from public view. None of the Property shall be used in whole or part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eyes, or not compatible to the surrounding dwellings; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor. Yard clippings and composted materials used for land conditioning must meet the above conditions and restrictions. All rubbish, trash and garbage shall not be permitted to remain on any of the property, and shall be removed from the property and shall not be burned on the property by open fire, incineration or other means.
- 20. **Plantings and Ground Cover**, Except for the purpose of controlling erosion on the property, no field crops shall be grown upon any portion of the property. The owner shall take whatever steps are necessary to control and eliminate noxious weeds on his property. Ground cover shall be maintained on the property sufficient to prevent erosion; each owner shall be required to seed or sod his property with grass or bromegrass, and mow and maintain same to a height not to exceed twelve (12) inches. Any and all dead trees and shrubbery must be removed promptly at owner's expense. At the time of completion of a building or structure, the remaining land shall consist of bluegrass or fine blade fescue and kept watered and maintained at all times.
- 21. **Outside Antennas, Etc.** Outside radio or television antennas shall not be erected on any part of the property or structure with the exception that television satellite antennas may be erected provided they are positioned to the rear of the rear building line of the residence and screened by plantings or approved fences so as not to be obvious or readily visible from the street and from neighboring properties, subject to Architectural approval by Liberty.
- 22. **Animals**, No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on the property. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats, or other household pets maintained within the dwelling 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 property of their owner and are not permitted to run loose outside the property of the owner.

ARTICLE II

ARCHITECTURAL CONTROL

- 1. The Declarant hereby assigns architectural, plan and building approval and covenants enforcement authority,

under these Covenants to Liberty, and its successors and assigns. Liberty by executing these Covenants below hereby accepts the assignments of these obligations.

2. No dwelling, building, fence, wall, pathway, driveway, satellite antenna, patio, patio cover or enclosure, deck, rock garden, treeshouse, swimming pool, tennis court, dog house, flag pole, solar heating or cooling collecting panels, device or equipment, tool shed, or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, planted, remodeled, altered, or otherwise maintained or permitted to remain on any of the property nor shall any grading, excavation, or tree removal be commenced without express written prior approval of Liberty.

3. Liberty shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the property boundary lines, quality of construction, size and suitability for the intended use purposes as part of its review procedure. Only exterior colors of certain neutral and earhtone hues will be acceptable. In this regard, the property shall form a developed community constructed of high quality materials consistent with this Declaration. Liberty specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the property.

4. Documents in duplicate 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 Improvements may be required of the applicant at the discretion of Liberty. Each applicant shall submit to Liberty the following documents, materials, designs and/or plans (herein collectively referred to as the "plans").

A. Site plan indicating specific improvements and street address, grading, location of the structures proposed for the property, surface drainage, sidewalks, exterior elevations of buildings and structures, landscaping plan, water lines, sewer lines including septic detail on septic tanks and related tile laterals if applicable.

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

C. Concurrent with submission of the plans, Owner shall notify Liberty of the Owner's mailing address and phone number's.

5. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvements shall be deemed refused by Liberty. Construction or improvement shall not be approved by Liberty, or by default of Liberty's notification, if said construction will violate any provision of these covenants.

ARTICLE III

GENERAL PROVISIONS

1. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land and the current owners thereof, and shall inure to the benefit of and be enforceable by the Declarant, Liberty and their respective successors and assigns, and by any owner of any of the lots, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Declaration shall automatically renew for successive periods of ten (10) years each. This Declaration may be amended at any time, after the Declarant or Liberty assign these covenants over to a new Declarant, or an architectural Control Committee by an instrument signed and notarized by the Declarant. Any amendment must be recorded. This Declaration may also be amended at any time by the Declarant, Liberty, or any person, firm, corporation, partnership or entity designated in writing by Liberty, in any manner it shall determine in its full and absolute discretion.

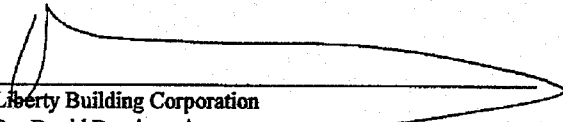
2. **Enforcement.** The Declarant, or Liberty shall have the right to enforce by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant, or reservation, now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, or Liberty to enforce any covenants or restrictions herein contained or to recover damages shall in no event be deemed a waiver of the right to do so thereafter. Nothing herein contained shall in any way be construed as imposing upon the Declarant or Liberty any liability, obligation or requirement to enforce any of the provisions contained herein.

3. **Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

4. **Assignment of Status as Declarant.** The Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Declarant may appoint another entity, association, or individual's to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

IN WITNESS WHEREOF, the undersigned Declarant and Liberty have executed this Declaration this 5th day of May, 2000.

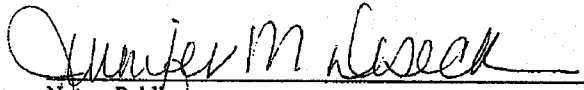
Declarant:


Liberty Building Corporation
By: David Broekemeier
Its: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 5 day of May, 2000, by David Broekemeier.

GENERAL NOTARY-State of Nebraska
JENNIFER M. DESECK
My Comm. Exp. June 29, 2003


Notary Public