

WASHINGTON COUNTY NEBRASKA  
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By *Bridget Abraham DePuy*  
Carolyn M Stodola, Register of Deeds

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**SKYLINE ACRES SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

This Declaration, made on the date hereinafter set forth by Making It Routine, LLC, hereinafter referred to as the "Declarant".

**WITNESSETH:**

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

Lots 1 through 6, Skyline Acres  
Being a plat of all of Tax Lot 277 lying in part of the West Half of the Northwest Quarter  
of Section 14, Township 18 North, Range 11 East of the 6th P.M., City of Blair,  
Washington County, Nebraska

**WHEREAS**, the Declarant will convey said Lots (as defined below), subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth; and

**NOW, THEREFORE**, the Declarant hereby declares that all of the Lots described in Article I.D. 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 said Lots in the Subdivision (as defined below). These easements, restrictions, covenants 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. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.
- B. "Declarant" shall mean and refer to Making It Routine, LLC, and its successors and assigns.
- C. "Dwelling Unit" shall mean and refer to any improvements on a Lot designated and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household, excluding mobile or modular homes or other non-permanent structures.
- D. "Lot" shall mean and refer to each of Lots 1 through 6 in Skyline Acres subdivision, as recorded on May 24, 2021 as Instrument No. 2021-02615, of the Public Records of Washington County, Nebraska.

- E. "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 Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- F. "Structure(s)" shall be deemed to include, without limitation, a detached residential dwelling unit, porch, garage, pool, fence, screen enclosure, wall, deck, accessory buildings, and any and all other improvements.
- G. "Subdivision" shall mean and refer to the subdivision as set forth in the following Plat ("Plat"); Lots 1 through 6, Skyline Acres, recorded on May 24, 2021 as Instrument No. 2021-02615, of the Public Records of Washington County, Nebraska.

**ARTICLE II**  
**ARCHITECTURAL CONTROL**

- A. To ensure the maintenance of the Subdivision as a residential area of the highest quality and standards and in order to ensure that all Dwelling Units, Structures and other improvements constructed and maintained upon each Lot in the Subdivision shall present an attractive and pleasing appearance from all sides of view, the Declarant, through its Architectural Control Committee, reserves the right to control all development in the Subdivision. No construction activities of any kind may commence without the 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 for residential purposes as part of its review procedure. Only exterior colors of certain earth tone hues or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any Structures, buildings, or other improvements on any Lot that the Committee determines will not conform to the general character, plan and outline of the development of the Subdivision.
- C. Documents submitted for approval shall be clear, concise, complete, 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. If submittals for approval are made in duplicate, comments and action of the Architectural Control Committee will be identified on both sets of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the records of the Architectural Control Committee. If only one set of documents is

submitted, it will be retained by the Architectural Control Committee and any comments and action of the Architectural Control Committee will be sent by letter to the applicant. Each applicant shall submit to the Architectural Control Committee the following documents, drawings, plans, materials, and/or designs:

- a. Site plan indicating specific improvement and indicating Lot number, street address, grading and drainage plans, and sidewalks (if required by the City of Blair).
  - b. Complete construction schedule and plans, including but not limited to, basement, 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.
  - c. Any other relevant documents, drawings, plans, materials, and/or designs related to the improvement.
- D. The Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed approval of, any plan or design of any Structure from the standpoint of structural safety or conformance with building codes or other governmental regulations.
- E. The Declarant, the Architectural Control Committee and other Lot Owners in the Subdivision shall be entitled to enjoin any construction in violation of these provisions and any construction activities made without application having first been made and approval obtained as required herein shall be deemed to be in violation of this covenant.
- F. The approval or disapproval of the Architectural Control Committee as required by these Covenants, Conditions and Restrictions shall be in writing mailed to the last known address of the applicant as shown on the plans. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all the documents required above shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans. The failure of the Architectural Control Committee to approve or disapprove any plans shall not in any manner waive or otherwise affect the Architectural Control Committee's ability to require the approval of any plans in the future. *All Dwelling Units and Structures must be built and maintained to comply substantially with the plans and specifications as approved by the Architectural Control Committee.*

**ARTICLE III**  
**RESIDENTIAL BUILDING RESTRICTIONS AND OBLIGATIONS**

In order to establish and maintain an exclusive residential subdivision of the highest quality for the maximum benefit and enjoyment of its residents, the following covenants, conditions, easements and restrictions shall constitute covenants running with the land and shall be binding upon and inure to the benefit of each Owner of a Lot lying and being in the Subdivision.

- A. Residential Lots. All Lots in Skyline Acres shall be used solely for single-family residential purposes.
- a. No structure shall be erected, altered, placed or permitted to remain on any Lot other than (i) one detached single-family Dwelling Unit of not less than one story nor more than two stories in height and to which must be attached a private garage on the main floor or basement level providing enclosed space for the specific purpose of serving at a minimum two (2) automobiles, and (ii) one detached accessory structure on each Lot incidental to and customarily associated with the use of a single family residence (no living quarters allowed in any detached accessory structures). All driveways shall be fully covered by concrete, asphalt, or brick.
  - b. Each one story single-family Dwelling Unit shall contain no less than 1,600 square feet of living area above the basement level, exclusive of garage area.
  - c. Each 1 ½ or 2 story single-family Dwelling Unit shall contain no less than 2,100 square feet of living area above the basement level, with a minimum of 1,500 square feet on the main floor, exclusive of garage area. For purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eaves of the structure on the same side(s). The maximum height of any Dwelling Unit shall be two (2) stories.
  - d. For purposes of these restrictions, living area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, or garages. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on any other side(s).
  - e. The front of each Dwelling Unit must face Skyline Drive.
  - f. Each permitted Dwelling Unit or other Structure, including any accessory structure, shall be in a style, form and appearance that shall be harmonious with the architectural motif of the Subdivision and shall be aesthetically complimentary thereto.
  - g. Each Dwelling Unit must be constructed on the Lot on which the Dwelling Unit exists. No existing dwelling unit from a different location shall be moved to a Lot. No trailer or mobile

homes or prefabricated or module homes are allowed. No full or partial subterranean dwellings or log houses shall be construed or erected on any Lot.

- h. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on a Lot or used as a residence, temporarily or permanently. No Structure other than the primary residential Dwelling Unit erected upon a Lot may be occupied at any time as temporary or permanent living quarters. This restriction shall apply without limitation to all mobile homes, trailers, tents, shacks, garages, barns, automobiles, trucks, campers, vans, motor homes, and all similar vehicles or outbuildings. This prohibition is absolute and is intended to strictly and permanently prevent the occupancy by any person on any Lot at any time, whether temporary or permanent, of any vehicle or structure not a part of the Dwelling Unit constructed upon such Lot or an approved extension thereof.
- i. No construction of any kind shall be permitted until the approval of the Architectural Control Committee has been obtained in writing, as herein provided. All construction must be performed and supervised by a general contractor licensed in the State of Nebraska and approved by the Architectural Control Committee.
- j. Single-family Dwelling Units and other permitted Structures shall comply with all applicable regulations and requirements, including the setback requirements of the Zoning Code of the City of Blair, Nebraska as the same may be amended from time to time.
- k. Lots 2 – 6 may not be subdivided, split, or in any manner combined with another Lot, or the portion of any other Lot, without prior written approval from the Architectural Control Committee, which approval is in the sole and absolute discretion of the Committee. Lot 1 may be split or in any manner combined with another Lot, or portion of any other Lot.

**B. General Restrictions.** All Dwelling Units in the Subdivision shall comply with the following restrictions.

- a. Each single-family Dwelling Unit must have a private, attached, fully enclosed garage on the main floor or basement level providing space for the specific purpose of serving at a minimum two (2) automobiles and containing an area of not less than four hundred (400) square. All garage doors must be in keeping with the architectural style and materials used on the residential Dwelling Unit. Conversion of the garage to living area or other usage is expressly prohibited without the substitution of another garage which meets the requirements of this Article III, and with the prior written approval of the Architectural Control Committee.
- b. The front elevation of each Dwelling Unit fronting a street (Skyline Drive) shall have a minimum of twenty-five percent (25%) of its total surface area covered with brick or a

stone veneer. All other portions of exposed foundations must be covered with brick, a stone veneer, or painted.

- c. Each roof shall be constructed with a minimum pitch of 4/12 and all roofing material shall be approved by the Architectural Control Committee. No roofs having a slope of less than 4/12 and no flat or built-up roofs shall be permitted. Roofs over outdoor areas, porches or lanais shall be constructed of the same material as the roof of the Dwelling Unit. All roof stacks, vents, flashing and chimney caps shall be painted to match the approved roof colors. All roofs shall be high grade and quality composition or asphalt shingles consistent with the exterior design, color and appearance of other improvements within the Lot. Up to 25% total square feet of roofing may consist of specialty roofing such as tile, granite, slate, or metal. Any such specialty roofing must be pre-approved by the Architectural Control Committee.
- d. No fences may be built forward of the rear wall of the Dwelling Unit and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of wood, decorative iron, brick, stone, vinyl, or other fencing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.
- e. In the event that a fireplace is constructed as part of a Dwelling Unit and said fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the front of the Dwelling Unit, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fire brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the Dwelling Unit at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a Dwelling Unit must be painted and no furnace flue may protrude more than five (5) feet from the roof of the Dwelling Unit, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.
- f. If public sidewalks are required by the City of Blair, Nebraska, the then Lot Owner shall be responsible for constructing and maintaining said sidewalks in accordance with the

regulations of the City of Blair and any revision thereof. The maintenance of any sidewalks, after construction, shall be the sole responsibility of the Lot Owner.

- g. A Drainage Study and Storm Water Management Plan for the Subdivision has been created and approved by the City of Blair. No Structures shall be placed nor any Lot graded unless done so in compliance with the Skyline Acres Storm Water Management Plan.
- h. No stable or other shelter for any animal, livestock, fowl, or poultry shall be erected, altered or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept on any Lot. Notwithstanding the foregoing, domesticated household animals, such as dogs, cats, birds, fish, turtles, rodents or other domesticated pets that are traditionally kept in the home for pleasure, may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All domesticated household pets shall be properly restrained and shall not be permitted to roam free or loose on the Subdivision property, other than on the Lot of the owner of such pet(s). No animal, including a domesticated household pet, shall be kept on a Lot if the size, type or characteristics of such animal constitute a nuisance. Outdoor dog houses, animal cages, kennels, dog runs and other similar objects, whether or not affixed to the ground, must be placed in the rear yard of the Dwelling Unit completely concealed from public view and must be placed at least ten (10) feet away from the neighboring property line.
- i. No incinerator, or trash burner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any Dwelling Unit 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 dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside the dwelling at any time, except retractable clotheslines are permitted in the rear yard of the Dwelling Unit and must be completely concealed from public view. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the Dwelling Unit and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted except as otherwise provided for herein.
- j. No automobile, boat, camping trailer, van-type camper, 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. Any automobiles or other self-propelled vehicles parked out-of-doors must be in operating

condition. 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 Lot must be done in the garage. The dedicated street right-of-way located between the pavement and the Lot line of any Lot shall not be used for parking of any vehicle, boat, camper, or trailer.

- k. No television, radio, or satellite receiving dish, antennae, apparatus, or facility of any kind shall be erected or maintained on any Lot, unless completely concealed from public view.
- l. All telephone, cable television, and electric power service lines from property line to Dwelling Unit and any other Structures shall be underground.
- m. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become a nuisance to the owner or residents of another Lot, or which will have an adverse effect upon the value or utility of another Lot or the improvements thereon. Exterior lighting is to be installed/placed and used in such a manner to prevent light pollution onto neighboring properties; exterior illumination must be contained on each Lot. No horns, whistles, bells, klaxons, loud speakers, or other sound devices shall be placed or used upon any Lot. Trash, garbage, debris, rubbish, and junk may not be permitted to collect or remain on any Lot.
- n. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown on any Lot at any time. Small vegetable gardens shall be permitted only if maintained in the rear yard of the Lot, behind the Dwelling Unit.
- o. All Lots shall be stabilized by seedling or by grass sod, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each Dwelling Unit. No trees shall be planted in the dedicated street right-of-way located between the pavement and the Lot line. All designated yards and yards visible to the street shall be sodded and the one tree described above must be planted within one (1) year from the date the foundation for the residence on the Lot was completed or the date on which the building permit for said structure was issued, whichever is earlier. Before and after construction on a Lot, the Owner is responsible for maintaining the land, including mowing the land to prevent overgrowth and growth of noxious weeds and cedars.
- p. No swimming pools shall be constructed on any Lot in the Subdivision, except as herein provided:
  - i. All swimming pools shall be designed and constructed so that the deck and surrounding patio or walkway, if any, is at ground level. This provision is intended to prohibit the installation of any above-ground swimming pools on any Lot in the Subdivision. The Architectural Control Committee shall have the power and the authority to allow for some deviation in this restriction in cases where existing conditions prohibit



construction of such an improvement at absolute ground level, but in no case shall it allow the construction of an above-ground swimming pool.

- ii. All pool equipment must be concealed by landscaping. Screened cages around pool areas are recommended, however, no screening of pool areas may extend beyond a line extending from, and aligned with, the side walls of the Dwelling Unit unless specifically approved by the Architectural Control Committee.
- iii. All swimming pools must be enclosed behind a fence of at least six feet (6') in height with a locking gate approved by the Architectural Control Committee.
- iv. All pools shall be constructed to comply with applicable rules, regulations and standards of all governmental agencies having jurisdiction.

#### **ARTICLE IV GENERAL PROVISIONS**

- A. The Declarant, or its assigns, or any Owner of a Lot within Skyline Acres Subdivision shall have the right to enforce the provisions of this Declaration of Covenants, Conditions, and Restrictions to either prevent or restrain any violation of any restrictions, conditions, covenants, or reservations and recover any damages or other dues for such violation. Failure by Declarant or any Owner to enforce any restrictions, conditions, covenants, or reservations contained herein shall in no event be deemed a waiver of the right to do so thereafter.
- B. The covenants, conditions 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 its assigns, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date this Declaration is recorded. Thereafter, the Declarant may amend this Declaration by a written instrument signed by both the Declarant and Owners of not less than seventy-five percent (75%) of the Lots in the Subdivision.
- C. Invalidation of any one of these covenants, conditions and restrictions 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 this Declaration of Covenants, Conditions, and Restrictions to be executed this 12 day of July, 2021.

**DECLARANT**

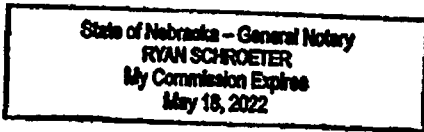
**Making It Routine, LLC,**  
A Nebraska limited Liability Company


By:   
Rebecca Fox, Managing Member

State of Nebraska     )  
                                  ) ss.  
County of Washington )

On this 12 day of July, 2021, before me the undersigned, a Notary Public in and for said County and State, personally came Rebecca Fox, known to be a managing member of Making It Routine, LLC, a Nebraska Limited Liability Company, and acknowledged that she executed as the voluntary act and deed of said limited liability company.

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



  
Notary Public