

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SKYLINE RIDGE ADDITION

THIS DECLARATION, made on the date hereinafter set forth by EMPTY NEST DEVELOPMENT, LLC, a Nebraska limited liability corporation, hereinafter referred to as the "Declarant",

WITNESSETH:

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

Lots 1 through 13, inclusive in Skyline Ridge, a subdivision as surveyed, platted and recorded in the City of Blair, Nebraska,

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

NOW, THEREFORE, the Declarant hereby declares that all of the Lots 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 said 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 Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof.

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 of Lots 1 through 13, inclusive, in Skyline Ridge subdivision as recorded in the City of Blair, Nebraska.
- C. "Lot" shall mean and refer to each of Lots 1 through 13, inclusive, in Skyline Ridge subdivision, as recorded in the City of Blair, Nebraska.
- D. "Declarant" shall mean and refer to Empty Nest Development, LLC, a Nebraska limited liability corporation, and its successors and assigns.
- E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

200503941

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 22nd DAY OF August A.D. 2005  
AT 3:47 O'CLOCK P.M. AND RECORDED IN BOOK  
470 AT PAGE 420-427  
COUNTY CLERK Charlatte & Peteraeri  
DEPUTY Karimi Madem

Recorded	<input checked="" type="checkbox"/>
General	<input checked="" type="checkbox"/>
Numerical	<input checked="" type="checkbox"/>
Photostat	<input checked="" type="checkbox"/>
Proofed	<input checked="" type="checkbox"/>

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

05 AUG 22 PM 3:47

FILED

ARTICLE II  
ARCHITECTURAL CONTROL

- A. The Declarant, through its Architectural Control Committee shall reserve the right to control all development upon its Properties. 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 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. If submittals for the approval are made in duplicate, 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. If only one set of documents is submitted, it will be retained by the Committee and the 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, 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, 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 plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

**ARTICLE III  
RESTRICTIONS**

- A. **Residential Lots.** Lots 1 through 13, inclusive, in Skyline Ridge shall be subject to the following restrictions.
- 1) The Lot shall be used for single family residential purposes only and no Lot shall contain more than one (1) dwelling unit.
  - 2) No structure shall be erected, altered, placed or permitted to remain on any Lot other than referred to above, and said dwelling unit shall conform to the following requirements.
    - a) Lots 1 through 6, inclusive shall be subject to the following minimum requirements:
      - (1) Each one story dwelling unit shall contain no less than 1,500 square feet of Living Area above the basement level and exclusive of garage area.
      - (2) Each one and one-half story dwelling unit shall contain no less than 2,000 square feet of total Living Area above the basement level with a minimum of 1,400 square feet on the main floor, exclusive of garage area.
      - (3) Two story plans are not permitted.
      - (4) All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Blair, Nebraska as the same may be amended from time to time.
    - b) Lots 7 through 13, inclusive shall be subject to the following minimum requirements.
      - (1) Each one story dwelling unit shall contain no less than 1,600 square feet of Living Area above the basement level and exclusive of garage area.
      - (2) Each one and one-half story dwelling unit shall contain no less than 2,100 square feet of total Living Area above the basement level with a minimum of 1,500 square feet on the main floor, exclusive of garage area.
      - (3) Two story plans are not permitted.
      - (4) All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Blair, Nebraska as the same may be amended from time to time.
- B. **General Restrictions.** All dwelling units described in A above shall comply with the following restrictions.
1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain an area of not less than four hundred (400) square feet and shall be at approximately the same level as the main floor of the dwelling. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.
  2. The front elevation of the dwelling, fronting a street, shall have a minimum of twenty five percent (25%) of its total surface area covered with brick or a stone veneer.
  3. The exposed foundation walls of all dwellings fronting a street must be constructed of or faced with brick or stone veneer. All other portions of exposed foundations must be painted or otherwise covered, if not brick or stone veneer.
  4. All dwellings shall be roofed with roofing materials that have the approval of the Architectural Control Committee in its sole and absolute discretion.
  5. All dwellings shall have a roof design and construction requiring the pitch of the roof to be at a minimum of 8 inches of fall for each linear foot, commonly referred to as 8/12 Pitch, or greater.
  6. In the event that a fireplace is constructed as a part of a dwelling on any Lot 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, the enclosure of the fireplace and flue shall be constructed of, or finished with, 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 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 must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, 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.
7. No fences may be built forward of the rear wall of the dwelling 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.
  8. Any unattached structure from the main residence on any Lot shall be approved by the Architectural Control Committee. Such buildings are intended for the purpose of equipment structures for a swimming pool or similar recreational purpose, but may be permitted for miscellaneous storage. When used for general storage, their placement must be such that they do not overly obstruct the view of any neighboring residence in the sub-division. Such buildings will be constructed of the same general materials as the main residence, and in no case may exceed the dimensions of 8 feet by 10 feet with a maximum height of 9 feet to the top of its roof line. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on any Lot or used as a residence.
  9. No full or partial subterranean dwellings or log house shall be constructed or erected on any Lot. No existing dwelling shall be moved from outside of the Properties onto any of said Lots. However, this prohibition shall not apply to new factory built or panelized construction if it complies with all other restrictions and is approved by the Architectural Control Committee.
  10. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Blair, Nebraska and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.
  11. 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.
  12. No stable or other shelter for any animal, livestock, fowl, or poultry shall be erected, altered, placed 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, 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 Lot of their owner and are not permitted run loose outside the Lot of the Owner.
  13. 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 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 of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.
14. 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 automobile, 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 any residential 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.
  15. 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 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.
  16. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.
  17. 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.
  18. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling or from the date the building permit was issued for said dwelling, whichever is earlier.
  19. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.
  20. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.
  21. No streamers, posters, banners, balloons, exterior illumination or other rallying device will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in the development of Skyline Ridge or signs approved by the Architectural Control Committee in writing.
  22. All driveways shall be constructed of concrete.
  23. 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.
  24. The yards of all Lots shall be stabilized by seeding or by laying grass sod, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the

dedicated street right-of-way located between the pavement and the lot line. All yards shall be established and the tree 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. At no time may run-off, excessive weeds, or other offensive actions from any Lot affect or encroach on a neighboring Lot.

25. No solar collecting panels or equipment, or wind generating power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, except satellite dishes eighteen (18) inches in diameter or less, shall be allowed on the Lots unless adequately screened from view from other Lots in the Subdivision in a manner approved by the Architectural Control Committee. Satellite dishes with a diameter of eighteen (18) inches or less shall be permitted only with the approval of the Architectural Control Committee in its sole and absolute discretion. The Declarant reserves the right to erect antennae for the purpose of providing future data and communications services for the subdivision and surrounding community as needs or opportunity may dictate. Placement of this antenna structure is to be done in as unobtrusive way as possible and feasible, to protect the architectural character of the subdivision.

ARTICLE IV  
Easements and Licenses

- A. A perpetual license and easement is hereby reserved in favor of and granted to Blair Telephone Company, 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 easement ways. No permanent building shall be placed in perpetual easement ways, 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 dwelling shall be underground.

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 restriction, conditions, covenants, and reservations, now or hereafter imposed by the provision of the 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. The 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 seventy-five percent (75%) 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.
- D. Outlot A, Skyline Drive Addition, will be conveyed to the City of Blair, Nebraska however, the City has no obligation to improve and maintain such property unless the City should otherwise agree to do so by the appropriate resolution or ordinance.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 22<sup>ND</sup> day of AUGUST, 2005.

DECLARANT:

EMPTY NEST DEVELOPMENT, LLC,  
A Nebraska Limited Liability Corporation

BY: David A. Waite  
David A. Waite, President

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF WASHINGTON )

On this 22<sup>nd</sup> day of August, 2005, before me the undersigned, a Notary Public in and for said County and State, personally came David A. Waite, known to me to be the President of Empty Nest Development, LLC, a Nebraska Limited Liability Corporation, and acknowledged that he executed as the voluntary act and deed of said limited liability corporation.

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



Julie A. Hayes  
Notary Public