

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SWALLOW HILL ESTATES
LOTS 1 THROUGH 42 INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth,
by Pioneer Federal Savings and Loan Association, a Nebraska
banking corporation, hereinafter referred to as "Declarant",

WITNESSETH:

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

Lots 1 through 42, Swallow Hill Estates
Subdivision, a Subdivision of Cass County,
Nebraska

WHEREAS, Declarant will convey the said property, subject
to certain protective covenants, restrictions, reservations,
liens, and charges as herein set forth:

NOW, THEREFORE, the Declarant hereby declares 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.

PART A. RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA

A-1. No lot shall be used except for residential purposes.

A-2. No building, fence, wall, driveway, patio, patio
enclosure, rock garden, swimming pool, dog house, tree house,
television antenna, radio antenna, flag pole, solar heating or
cooling equipment, wind generating equipment, or other external
improvement above or below the surface of the ground shall be
erected, placed, altered, or permitted to remain on any building

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PAGE *199* REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpot # *21.75*

COMPARED

Swallow Hill Estates - DT

plot, nor shall any grading, excavation or tree removal be commenced, until the following is submitted and approved by the Declarant or any person, firm, corporation, partnership or entity designated in writing by the Declarant, to wit:

1. Plot Plan.
2. Grading Plan.
3. Construction plans and specifications.
4. Exterior Colors and/or Materials.

Declarant shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that the Declarant and its designee specifically reserve the right to deny permission to construct any type of structure or improvement which it determines will not conform to the general character plan and scheme for the development of the subdivision. The approval or disapproval of the undersigned Declarant or its designee as required in these covenants shall be in writing. Failure of Declarant or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan shall operate to release such building plot from the provisions of this paragraph.

A-3. All dwellings built upon the lots described herein shall be single-family dwelling units and shall have a minimum of finished living area exclusive of open porches, breezeways, and garages of 1,200 square feet of living area. Each dwelling unit shall have a two-car garage with a minimum inside space of 20 feet by 20 feet.

A-4. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding, brick or stone, and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone or siding.

A-5. Construction of fences must be approved by the Declarant or its designee.

A-6. Dwelling shall not be moved from outside Swallow Hill Estates on to any lot without the written permission of Declarant or its designee.

A-7. No living tree greater than six inches in diameter at a point two feet above the ground located upon any lot described herein may be moved, removed, cut or destroyed unless complete plans showing the exact tree or trees to be moved, removed, cut, or destroyed, and the reason therefor, shall have been submitted to and approved in writing by the Declarant or its designee. It is Declarant's intention to maintain Swallow Hill Estates in its natural state as much as possible.

A-8. No structure of a temporary character, trailer, basement, tent, shack, barn or other building shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently, without written permission by the Declarant or its designee.

A-9. No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity shall be carried on, conducted, or otherwise permitted to commence or continue on any lot.

A-10. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-11. No livestock, swine, fowl, poultry, or goats or any non-domesticated animal of any kind shall be kept or maintained on any part of the above-described real property without written permission from the Declarant or its designee, except that dogs, cats, or other household pets and not more than five (5) horses may be kept on the above-described real property, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner.

A-12. No shelter for any animal, livestock, fowl or poultry shall be rerected, altered, placed or permitted to remain on any lot without the written permission of the Declarant or its designee, except that a stable for the sheltering of a maximum of five horses and a dog house shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by Declarant. Dog runs shall be placed at the rear of the building.

A-13. No boat, camping trailer, campers, auto-drawn trailer of any kind, mobile home, truck, jeep, motorcycle, grading or excavating equipment or other heavy machinery or equipment, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time, without written permission of the Declarant or its designee. No automobile or other vehicle undergoing repair shall be left exposed on any lot at any time. All cars, trucks, and trailers shall be in a running condition and usable and must be currently registered and licensed for each year with the State of Nebraska Department of Motor Vehicles.

A-14. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage, trash can, container or fuel tank 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 when in actual use unless completely screened from view from every street and from all other lots in the subdivision. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. No clothes line shall be permitted outside of any dwelling within view from the road right of way. Clothes lines are permitted that are not in view from the road. Any exterior air conditioning condenser must be

placed in the rear or side yard. Detached accessory buildings are not permitted unless specifically authorized by the Declarant or its designee.

A-15. All lots shall be kept free of rubbish, debris, merchandise and building materials. In addition, vacant lots shall not be used for dumping of earth or any other waste materials; no vegetation on vacant lots shall be allowed to reach more than a maximum of six (6) inches.

A-16. Gardens shall be permitted only if maintained in the rear yard of any lot, behind the dwelling on said lot.

A-17. No advertising sign or other poster, including "For Sale" signs may be erected, maintained or established in any manner on any portion of any lot, except one four (4) square foot advertising "For Sale" sign may be erected and maintained on the lot where a dwelling unit as described herein exists at the time of the placement of the sign.

A-18. No lot described herein may be subdivided at any time.

A-19. All telephone and electric power service shall be underground.

A-20. It is the intention of the Declarant that the natural trails within Swallow Hill Estates shall not be used by motorized vehicles of any kind or sort, and no structures shall be build upon or near said trails to block or hinder the access to the same.

A-21. No hunting shall be allowed by any person or permission to hunt given by any person on any of the real property described herein.

A-22. All dwelling units and other buildings located upon the lots described herein may be closer to the lot boundary that abutts the road right of way than thirty (30) feet and not closer than fifteen (15) feet from the lot boundary lines not abutting a road right of way.

A-23. No owner of any part or portion of the real property described herein shall cause excessive noise with any motor vehicle

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PART B. EASEMENTS AND LICENSES

B-1. A perpetual license and easement is hereby reserved in favor of and granted to Lincoln Telephone and Telegraph Company and to Nebraska Public Power District, 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 message service under easements as specified in the final plat or as modified by due process, and license being granted for the use and benefit of all present and future owners of said lots. No permanent buildings 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-2. All owners of all lots described herein shall grant access to employees or members of any entity engaged in the business of providing water for the purpose of allowing said persons to read the water meters located on said lots.

PART C. GENERAL PROVISIONS

C-1. The Declarant or any owner of a lot named herein shall have the right to enforce by a 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 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.

C-2. The covenants and restrictions of this Declaration shall run with the land and bind the land perpetually. The Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the

Notary Public