

WASHINGTON COUNTY NEBRASKA
Filed for record on January 26, 2021 at 12:38 PM
Instrument No. 2021-00396

(6 Pages)
By *Bridget Abraham Deputy*
Carolyn M Stodola, Register of Deeds

Recorded _____
General _____
Numerical _____
Photostat _____
Proofed _____
Scanned _____

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR NORTHERN VIEW IN WASHINGTON COUNTY, NEBRASKA**

THIS DECLARATION made on the date hereinafter set forth, by Melvin Sudbeck Homes, Inc., a Nebraska corporation ("Declarant").

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Washington County, Nebraska and described as follows:

Lots 1 thru 55, inclusive, in Northern View, a subdivision as surveyed, platted, and recorded in Washington County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection, and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness, and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares each and all of the Lots shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions, and easements ("the Covenants"), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots. These restrictions, covenants, conditions, and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title, or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot, are and shall be subject to all and each of the following conditions and other terms:

2021-00396

ARTICLE I

RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for residential purposes.

2. For a period of ten (10) years after the filing of this Declaration or the date the Declarant is no longer the owner of any Lot or Lots, whichever first occurs, no residence, building, fence, wall, driveway, patio enclosure, rock garden, swimming pool, tennis court, doghouse, stable, treehouse, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, tool shed, windmill, wind generating equipment, or other external Improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which received the prior approval of Declarant as follows:

A. An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans, and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall be consistent with these Covenants and reflect the type of structure, quality, and use of exterior materials, exterior design, exterior color or colors (which must be earth tone colors), and location of structure proposed for such Improvement. Concurrent with submission of the Plans, owner shall notify the Declarant of the owner's mailing address.

B. Declarant shall review such Plans in relation to the type and exterior of Improvements and construction or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

C. Written notice of any approval to construct a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed denied by Declarant.

D. The final decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the value, character, and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct, or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability, or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

Unless earlier otherwise transferred to a design review committee of lot owners delegated by Declarant, upon the expiration of the aforementioned ten (10) year period or when the Declarant no longer owns any Lots, Declarant's rights set forth above shall be transferred to and administered by a design review committee of lot owners delegated by Declarant, or if no such delegation is made by the Declarant, then to a design review committee elected by a majority of the lot owners present in person or by proxy at such election. Upon such transfer, the design review committee shall succeed to all of the rights of the Declarant to the extent wherein the term Declarant is used in this Declaration by the design review committee shall be substituted therefore.

ARTICLE II

RESTRICTIONS FOR RESIDENTIAL DWELLINGS

1. Single Family Lots. Lots 1 thru 55 shall be subject to the following restrictions:

A. The Lots shall be used only for residential purposes, and no lot shall contain more than one (1) single family unit.

B. No dwelling shall be created, altered, placed, or permitted to remain on any Lot other than the single family dwellings.

C. All buildings on all lots shall comply with the setback requirements of the Zoning Code and Applicable Requirements of the City of Blair (except front setbacks shall be 25'0" at a minimum) as the same may be amended from time to time.

2. General Restrictions. All dwelling units described above shall comply with the following restrictions:

A. All dwellings shall, at a minimum, have attached, built-in, or enclosed side-by-side not less than two car garages which must contain a minimum area of 400 square feet. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

B. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone.

C. No fence shall be constructed or permitted to be placed in front of the front building line of the main residence erected on each lot. All fence installations shall first require the procurement of a permit from the City of Blair in accordance with the then applicable ordinances and codes.

D. No dog runs shall be constructed on any lots.

E. 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, temporarily or permanently.

No prefabricated or factory-built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No precut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

F. No trailer, recreational vehicle, motor home, boat, tractor, semi-truck, or unlicensed vehicle of any type shall be permitted to be placed or parked on any portion of the properties unless in the process of loading or unloading its contents.

G. Public concrete sidewalks four feet (4') wide by four inches (4") thick shall be constructed by the then Owner of a Lot prior to the time of completion of a dwelling or as soon as weather permits. Owners of corner lots shall construct sidewalks along each street side of the Lot. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than eight feet (8') in width for each garage bay. All driveways shall be constructed of concrete or brick.

H. The Declarant has created a water drainage plane 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.

I. 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 waste materials, and shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit Declarant from utilizing lots within the properties for placement of usable building materials, equipment, or earth for reasonable periods of time in anticipation of construction commencement on such properties.

J. 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.

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

L. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" and "Sold" signs, not exceeding Twenty Four inches (24") by Thirty Six inches (36") in size, shall be permitted and, provided further, such restriction as to sign size shall not apply to signs erected by the Declarant or his agents in the development of Northern View.

M. All swimming pool plans must be submitted to Declarant for approval and approved by the City of Blair.

N. No television antenna, or antenna of any kind or nature, except satellite dishes, shall be allowed on the Lots except if they are inside the dwellings or otherwise completely concealed from view from all other Lots.

O. Any exterior air conditioning condenser or mechanical unit shall be placed in the rear yard so as not to be visible from public view.

P. After construction, all trash receptacles shall be stored inside dwellings and / or garages except on trash pick-up days in which trash containers may be placed at the curbside for pick-up purposes.

Q. One non-metal, detached structure, no larger than 8' x 10', shall be allowed only pursuant to these Covenants and the existing building codes for the applicable governmental subdivision. Plans and approval for same shall be subject to the architectural control provisions of Article I, Paragraph 2 hereof, where applicable. Such detached structures shall be compatible with the dwelling unit in color, décor, and dimension. In no event shall construction of such detached structure commence until the dwelling unit construction has passed inspection by the local governing body, unless construction is done by the builder in conjunction with the dwelling unit. In all events, construction of such detached structure shall be completed within sixty (60) days of commencement.

ARTICLE III **EASEMENTS**

A perpetual license and easement may be granted to any company(ies) which has been granted a franchise to provide a cable television / internet system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair, and renew poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power, and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and reception. A perpetual easement may be granted to any company(ies) which has been granted a franchise to provide gas and water service, their successors and assigns, to erect, install, operate, maintain, repair, and renew pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water. No permanent buildings, trees, retaining walls, or loose rock walls shall be placed in the easement ways, but the same may be used for gardens, shrubs, landscaping sidewalks, driveways, and other purposes which do not then or later interfere with the aforesaid uses or rights herein granted. All such utility service lines from the property line to dwelling shall be underground.

ARTICLE IV
GENERAL PROVISIONS

1. The Declarant, their successors in interest, or any owner of a Lot shall have the right to enforce by a proceeding at law or in equity all reservations, restrictions, conditions, and covenants now or hereinafter imposed by the provision of this Declaration including all amendments or modifications hereof either to prevent or restrain any violation or to recover damages of any kind or nature whatsoever resulting from such violation. Failure by the Declarant or its successors in interest or by the owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of any rights of the Declarant or any owner to enforce any other reservation, restriction, condition, or covenant thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded. Thereafter, the covenants, restrictions, and other provisions of this Declaration shall automatically renew for successive ten (10) year periods, unless with the written consent of the City of Blair it is terminated or amended, by the owners of not less than seventy-five percent (75%) of the Lots which termination or amendment shall thereupon become binding upon all the lots. This Declaration may be amended by the Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant in any manner which it may determine in its full and absolute discretion for a period of ten (10) years from the formation hereof or until such time as it no longer is the owner of any of the Lots.

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 21st day of January, 2021.

ATTEST:

MELVIN SUDBECK HOMES, INC.,
a Nebraska corporation,

By: Melvin J. Sudbeck
Melvin J. Sudbeck, Its President

STATE OF Iowa)
COUNTY OF Polk) SS

On this 21st day of January, 2021, before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Melvin J. Sudbeck, personally known by me to be the President of Melvin Sudbeck Homes, Inc., and the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Jessica Luukkonen
Notary Public

Return to: Melvin Sudbeck Homes, Inc.
16255 Woodland Drive
Omaha, NE 68136

