

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

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 erected, 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 of any type, including motorcycles, nor allow others to create

excessive noise with any motor vehicle.

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

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EASEMENT FOR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Pioneer Federal of Cass County, Nebraska, the Promoter, Developer, Builder or Contractor, hereinafter known as the Grantor, in consideration of the benefits to accrue to the area hereinafter described from the installation of facilities to provide underground electrical service, the covenants, conditions and agreements herein contained, and other good and valuable consideration, does hereby grant, sell, and convey unto the Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter called "District", and to its lessees, successors, and assigns, the permanent right, privilege and easement of a right-of-way to enter upon and to install, construct, operate, maintain, and remove its facilities for providing underground electrical service to the area referred to as Swallow Hills and located in ~~(city)~~ ^{Estates} ~~(village)~~ of Cass County, Nebraska, more particularly defined as Lots 1 through 7, lots 35 through 42, and lots 15 through 17 of said Swallow Hills Estates.

As used herein, the following definitions shall apply: The underground distribution system shall refer to all the facilities, including poles, conductors, transformers, risers, pedestals and other equipment, necessary to serve said area with the exception of the underground lateral service which shall include the conductors, meter and facilities required to serve one individual residence and connecting the above defined underground distribution system to such one residence.

The easement right-of-way shall be described as follows:

1. The easement right-of-way for the underground distribution system on, over, under and across said area shall be as shown on the plat which is attached hereto, marked Exhibit "A", and incorporated herein by reference.
2. The easement right-of-way for underground lateral service to individual residential buildings shall be 10 feet in width, being 5 feet on each side of the centerline of said right-of-way, and shall extend from the aforementioned underground distribution system to each residential building along centerlines designated by the District, said centerlines being established by the location of the aforementioned underground lateral service conductors as actually installed.

The Grantor agrees to exercise due care and diligence at all times to avoid damage or injury to the property and electrical facilities of the District, and the Grantor further agrees to not perform or authorize any acts or activities which interfere with or disturb or result in contact with said property and electrical facilities of the District.

The District shall have the right to remove or trim and keep trimmed any trees, shrubs or saplings that interfere with or threaten to interfere with any of the property and electrical facilities of the District. Permanent buildings or appurtenances or trees shall not be placed on said easement right-of-way, and shrubs or other forms of screening shall not be placed closer than three feet to surface mounted transformers or service pedestals; provided, however, said easement right-of-way may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted to the District.

The District shall also have the right of ingress and egress across the area to its officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said underground distribution system and underground lateral services.

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 PAGE *390*
Betty Philpat
 REGISTER OF DEEDS, CASS CO., NEBR.
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MISCELLANEOUS RECORD, No. 12

40066-REDFIELD & COMPANY, INC., OMAHA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

that PIONEER FEDERAL SAVINGS & LOAN ASSOCIATION, a Nebraska Corporation, J. J. Cloidt, (President), being the sole owners of the land described within the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered and named as shown, said subdivision to be hereafter known as "SWALLOW HILL ESTATES", and does hereby ratify and approve of the disposition of this property as shown on this plat.

We do hereby dedicate all streets or roads to the public, for public use, with a right of way, 66' wide, with 60' radius cul-de-sac's at "SWALLOW HILL POINT" and "DEER RIDGE". We do further reserve perpetual easements as follows:

- (a) 10' wide easements along the roadway boundaries of all lots, (for the placement & maintenance of public utilities).
- (b) 20' wide easements as shown along Lots 22 & 23 and Lots 24 & 26. (for the placement & maintenance of public utilities).
- (c) Bridle trail and foot path easements as shown on this plat.

All lots within this subdivision are zoned "RESIDENTIAL CONVENTIONAL" as a result of previous City Council Action.

J. J. Cloidt
PIONEER FEDERAL SAVINGS & LOAN ASSOC.
J. J. Cloidt, President

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) S.S.
COUNTY OF CASS)

On this 23rd day of July 1981, before me, a notary public, duly commissioned and qualified in and for said county, appeared PIONEER FEDERAL SAVINGS & LOAN ASSOCIATION, J. J. Cloidt, (President) who is personally known by me to be the identical person whose name is affixed on this plat, and he did acknowledge his execution of the foregoing dedication to be his voluntary act and deed.

Witness my hand and official seal the date last aforesaid.

SEAL NOT LEGIBLE

James E. Case
NOTARY PUBLIC

My Commission Expires March 12, 1982

APPROVAL OF MAYOR AND CITY COUNCIL

This plat of "SWALLOW HILL ESTATES" is hereby approved by the Mayor and the City Council of the City of Plattsmouth, Nebraska, this _____ day of _____ 1981.

ATTEST:

Rosalyn Covert
ROSALYN COVERT, CITY CLERK

Clayton J. Rhylander
CLAYTON-RHYLANDER, MAYOR

(CITY OF PLATTSMOUTH)
(SEAL)
(NEBRASKA)

APPROVAL OF CITY PLANNING COMMISSION

This plat of "SWALLOW HILL ESTATES" is hereby approved by the City Planning Commission of the City of Plattsmouth, Nebraska, this _____ day of _____ 1981.

Charles Warga
CHAIRMAN

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due or delinquent against the property described within the Surveyor's Certificate and embraced within this plat, as shown by the records of this office, this 23 day of July 1981.

(CASS COUNTY)
(COUNTY TREASURER)
(SEAL)
(NEBRASKA)

Terry Gaebel
Terry Gaebel, County Treasurer

DATE BORDER

MISCELLANEOUS RECORD, No. 12

40066-REDFIELD & COMPANY, INC., OMAHA

APPROVAL OF CITY PLANNING COMMISSION

This plat of 4TH STREET DEDICATION is hereby approved by the City Planning Commission of the City of Plattsmouth, this 1st day of May 1981.

Charles Warga
CHAIRMAN

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due or delinquent against the property described within the Surveyor's Certificate, and embraced within this plat, as shown by the records of this office, this 1st day of May 1981.

(CASS COUNTY)
(COUNTY TREASURER)
(SEAL)
(NEBRASKA)

Terry Gaebel
TERRY L. GAEBEL, COUNTY TREASURER

(CASS COUNTY)
(COUNTY TREASURER)
(SEAL)
(NEBRASKA)

PLAT
Francis L. Rotter, Surveyor
To:
Public

COMPARED

Filed: 11 August 1981 at: 1:30 P.M.
Betty Philpot, Register of Deeds
\$ 69.75

(PLAT FILED IN PLAT BOOK NO. 10, PAGE 9)

SWALLOW HILL ESTATES

FINAL PLAT

SURVEYOR'S CERTIFICATE

The boundary of the following described subdivision includes, (1) Certain parts of Section 1-12-13 and Section 6-12-14 never before platted. (2). Certain lots as platted in "On The Green" Subdivision; specifically, all of lots 68 thru 80 inclusive; that part of lots 81 & 82 which are not a part of On The Green Plat II; All of lots 83 thru 88 inclusive, plus that part of "Queens Way" roadway extending westerly thru Section 1 to Hwy. 73-75 (3). All of On The Green Temporary Roadway Easement adjacent to lots 68, 69, 70, 88 and 89. (4). Lot 1, Pointers Subdivision in Section 12-12-13.

Tax Lot 33 in the N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 1-12-13 (Commercial Zone) is not a part of this platting.

I hereby certify that I have staked with iron pipes the boundary, all lot corners and the ends of all curves along the lot lines for "SWALLOW HILL ESTATES," a subdivision of land which is located totally within Sections 1 & 12, T 12N, R 13E, and Sections 6 & 7, T 12N, R 14E, the boundary of which is more fully described as follows:

Beginning at the Section corner common to Sections 1 & 12, T 12 N, R13E and Sections 6 & 7, T 12N, R14E of the 6th P.M.: running thence N 88° 27' 28"W, along the line common to said Sections 1 & 12, 1339.21'; thence S 01° 46' 54"W, 460.71'; thence N 88° 34' 13"W, 771.47', to a point on the Easterly right of way line of State Highway #73-75; following said right of way, the following courses and running along the arc of a 5895.43' radius curve to the left, 491.27'; to a point on the line common to the aforesaid Sections 1 & 12, (the long chord bears N 24° 14' 38"W, 491.13'); thence N 34° 26' 02" W, 358.02'; thence N 33° 01' 11"W, 1241.67'; thence N 67° 03' 41" E, (leaving the highway right of way), 240.56'; thence N 22° 56' 19"W, 348.00; thence S 67° 03' 35" W, 34.54'; thence N 21° 24' 47"W, 400.00'; thence N 54° 39' 00" E, 390.00; thence N 01° 31' 40" E, 320.00; to a point on the North line of the SW $\frac{1}{4}$ of Section 1-12-13; thence S 88° 28' 20" E, 400.00; to the Center 1/4 Corner of said Section 1; thence N 01° 11' 36" E, (along an existing property fence line), 634.05', to a point on the southerly line of a County Road right of way, (said point is also 5.05' Easterly from the West line of the NE $\frac{1}{4}$ of Section 1); thence running along said right of way line, N 77° 21' 27" E, 1105.32' to a point of curvature; thence following the arc of a 698.91' radius curve to the left, 317.49', (the long chord bears N 57° 03' 22" E, 314.77'), to a point of reverse curvature; thence along the arc of a 836.97' radius curve to the right, 206.07', (the long chord bears N 73°22' 35" E, 205.55'), to a point of tangency; thence N 68° 48' 28" E, 115.85', to a point of curvature; thence following the arc of a 2267.92' radius curve to the right, 579.86', (the long chord bears N 76°07'57"E, 578.28'), to a point of tangency; thence N 83°27'25" E, 168.69', to a point on the Southerly right of way line of the Burlington Northern Railroad; thence S 45° 54' 01"E, 414.01', to a point on the line common to Sections 1-12-13, and 6-12-14; thence S 01°49'22"W, (along the Section line) 1158.29', to the East 1/4 Corner of Section 1; thence S 86° 59' 10" E, 911.32', to a point on the Westerly right of way line of the Burlington Northern Railroad, (said point also being on the South line of the NW $\frac{1}{4}$ of Section 6-12-14); thence following said railroad right of way the following courses, S 20° 36' 57" E, 803.15'; thence S 16° 05' 50" E, 2 thence S 01° 32' 25" W, 254.37', thence S 87°39'20"E, 52.07'; thence following the arc of a 3644.82' radius curve to the right, 453.67', (the long chord bears S 06° 52' 50" E, 453.38'), to a point of tangency; thence S 01° 15' 52"E, 821.10', to a point on the South line of the SW $\frac{1}{4}$ of Section 6-12-14; thence S 88° 17' 50" E, (along the Section line), 50.07', thence S 01° 15' 52" E, 311.55' to a point of curvature; thence following the arc of a 1898.25' radius curve to the left, 506.17', (the long chord bears S 13° 31' 11" E, 504.67'), to a point of tangency; thence S 25° 46' 31" E, 80.00', to a point on the Northerly line of "ON THE GREEN SECOND PHASE"; thence following the perimeter of "SECOND PHASE", S 86° 43' 44"W, 316.01', thence S 11° 39'00" W, 438.01'; thence S 09° 05' 43" E, 661.94'; thence following the arc of a 677.51' radius curve to the right 207.10', (the long chord bears S 42°39' 45"W, 206.29'); thence S 56°12'05"W, (across the Northerly end of Queen's Way), 80.00'; thence S 90°00'00"W, along the Northerly line of "ON THE GREEN FIRST PHASE", 631.88; thence S 01°54'09"W, 463.30', to a point on the Southerly line of the NW $\frac{1}{4}$ of Section 7-12-14; thence N 88° 05' 51" W, 895.12', to the SW Corner of said NW $\frac{1}{4}$ of Section 7; thence N 01° 49' 22" E, (along the Section line), 2650.60', to the point of beginning.

Signed this 23rd day of July 1981.

Francis L. Rotter
FRANCIS L. ROTTER, L.S. NO. 253

(NEBRASKA REGISTERED LAND SURVEYOR)
(LS-253)