

MISCELLANEOUS RECORD 22 - KNOX COUNTY, NEBR.

Devils Nest Development Company)
 to)
 The Public)
 Filed: July 28, 1970-9:00 A.M.)

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

 This declaration made on the date hereinafter set forth by Devils Nest Development Company, hereinafter referred to as Developer;

WITNESSETH, Devils Nest Development Company to all future lot owners of lots in Devils Nest Unit #1, a subdivision in Knox County, Nebraska, Dated - July 8, 1970 Filed - July 9, 1970 Docket - L Pages - 99

WHEREAS, Devils Nest Development Company, Developer, is the owner and developer of certain lands situated in Knox County, Nebraska and knows and designated as Devils Nest Subdivision; and

WHEREAS, Devils Nest Development Company, Developer, desires to establish a general plan for improvement and development of its property, and secure the enforcement of uniform restrictions, covenants upon the usage and development of property with the said Subdivision; and

WHEREAS, the Developer desires to create thereon a residential community with permanent parks, playgrounds, open spaces and other common facilities for the benefit of the said community; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end desires to subject the real property described in Article II of this Declaration and together with such additions as may hereinafter be made thereto as provided under Article II to the covenants, restrictions, easements, charges and liens hereinafter set forth each and all of which is and are for the benefit for said property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer will incorporate under the laws of the State of Nebraska, a non-profit corporation to be known as THE DEVILS NEST ASSOCIATION for the purpose of exercising the functions of aforesaid, except that the Developer named herein, his representatives, and assigns shall hold these powers and exercise these functions aforesaid, and shall convey them to the aforementioned DEVILS NEST ASSOCIATION, a non-profit corporation to be formed, only at such time as in the sole judgment of the Developer the said DEVILS NEST ASSOCIATION is ready to undertake the obligation of enforcing the deed restrictions and other functions.

Upon such conveyance and grant the DEVILS NEST ASSOCIATION shall succeed to all rights and duties with the same powers of the Developer.

WHEREAS, the Developer will appoint an architectural committee which will continue to function as a ruling board when the Association succeeds the Developer, but will be elected by the Association.

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

NOW, THEREFORE, the Developer declares that the real property described in Article II and such additions thereto as may hereinafter be made pursuant to Article II hereof is and shall be held transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens sometimes referred to as protective covenants hereinafter set forth all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all the property described herein and the owners thereof, their heirs, successors, guarantees and assigns. These easements, covenants, restrictions and conditions shall run with real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof and shall inure to the benefit of each owner thereof. This declaration hereby establishes a plan for the individual ownership of real property estates consisting of a lot and the improvements conveyed thereon and the ownership by a non-profit association at a future date, comprised of all owners of lots, of all the remaining property, both real and personal which is hereinafter defined and referred to as the common elements. Said restrictions established and pose a general plan for the improvement and development of said property and described herein and the adoption and establishment of covenants, conditions and restrictions upon said land and upon any and all units constructed or to be constructed thereon and upon the use, occupancy and enjoyment thereof. Every conveyance of said property

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or portion thereof shall be and is subject to these easements, covenants, conditions and restrictions as hereinafter set forth:

These easements, covenants, conditions and restrictions run with the land and shall be binding on all parties and all persons claiming under them until the year 2000 at which time said covenants, easements, conditions and restrictions shall automatically be extended for successive periods of twenty-five (25) years each provided, however, at any time said covenants and restrictions may be changed in whole or in part or revoked entirely by the Association, or the Developer until such time in his sole judgment the Association is ready to undertake these obligations.

These are severable and the invalidation of one shall not invalidate any other restrictive covenant herein, and each covenant shall be independent to any such extent that the waiver of any one or more of these restrictive covenants by the Association, or Developer as aforementioned shall in no way be construed as a waiver of any of the other restrictive covenants.

The Association/Developer reserves the right by recorded instrument to subsequently amend and alter or change these covenants and restrictions and to subsequently file from time to time additional covenants and restrictions hereto upon the public record in Knox County, Nebraska with respect to the property in which they at the time have any interest.

If there shall be a violation or threatened or attempted violation of any of said covenants, conditions, stipulations or restrictions, it shall be lawful for any person or persons owning real property situated in DEVILS NEST to prosecute under proceedings at law or in equity against all persons violating or attempting to violate or threatening to violate any such restrictions, covenants, conditions, or stipulations, and either to prevent him or them from so doing, or to recover damages or other dues from such violation.

DEFINITIONS

1. "THE PROPERTIES" shall mean and refer to all such existing properties and additions thereto, and are subject to this declaration or any supplemental declaration under the provisions of Article II hereof.
2. "COMMON AREA AND COMMON ELEMENTS" shall be synonymous and shall mean all property owned by the Association/Developer for the common use and enjoyment of the members of the Association including but not limited to all of the above referred to premises except the lands specifically designated as lot. The common elements shall also include specific recreational facilities.
3. "LOT" AND "UNIT" shall be synonymous and shall mean and refer to a separately designated and legally described free hold estate consisting of any part of land and improvements thereon shown upon any recorded subdivision map of the properties with the exception of the common area.
4. "LIVING UNIT" shall mean and referred to any portion of building situated upon the property designed and intended for use and occupancy as a residence by single family.
5. "MULTI FAMILY STRUCTURES" shall mean and refer to any building containing two or more living units under one roof except that when each such living unit is situated upon one individual lot.
6. "STRUCTURE" shall mean any construction not otherwise specifically described and includes but is not limited to parts and additions to buildings consisting of fences and other enclosures.
7. "DEVELOPER" shall mean DEVILS NEST DEVELOPMENT COMPANY.
8. "OWNER" shall mean and refer to any recorded owners whether one or more persons or entities of the fee simple title to any lot situated upon the properties but notwithstanding any applicable fee of the mortgage shall not mean or refer to the mortgagee or lessor until such mortgagee has acquired title pursuant to the foreclosure of any preceding in lieu of foreclosure.
9. "MEMBER" shall mean and refer to all those owners who are members of the Association.

ARTICLE II

Property subject to this declaration and additions thereto;

EXISTING PROPERTY, the real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Knox County, Nebraska, and is more particularly described as follows:

Blocks One (1) to Seven (7), inclusive, Devils Nest, A Subdivision located in a part of Section Nineteen (19), Township Thirty-three (33) North, Range Three (3) West of the 6th P.M. Knox County, Nebraska, as per plat filed July 9, 1970, in Book L, Page 99, records of Knox County, Nebraska.

UNIFORM AND GENERAL RESTRICTIONS

EASEMENTS, right-of-way for installation and maintenance of utilities for a common enjoyment of all lot owners and equestrian access, drainage facilities, etc. are dedicated by

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Developer as shown by easements and restrictions of record. Within these Easements, no planting, structure, other than grass or suitable ground cover, walls and fences or any material of any type may be constructed, placed or permitted to remain thereof. These Easements conform to the requirements of all public lawful authorities including but not limited to the county engineers of Knox County.

PLANS AND SPECIFICATIONS for all structures must be submitted to an architectural committee to be appointed by the Association or Developer as aforementioned. Upon written approval as to quality of workmanship, materials, harmony of design, aesthetic effect, size and existing structures as to location with respect to the topography and finish grade, elevation prior to the commencement of construction at DEVILS NEST, the issuance of approval shall be within the sole discretion of the architectural committee.

NO SIGNS, advertisements or billboards of any kind shall be erected and/or exhibited in any manner on or above the property, of DEVILS NEST without written approval from the architectural committee. The issuance of such approval shall be within the sole discretion of said committee.

THE NATIVE GROWTH at DEVILS NEST shall not be harmed, destroyed or removed from any of the lots in said subdivision except with the written permission of the architectural committee.

NO CATTLE, horses, sheep, poultry, hogs or any other livestock shall be kept or maintained on any lot in DEVILS NEST. This paragraph shall not be construed, however, as a prohibition or in any manner interfering with the reasonable keeping of ordinary domestic pet animals, upon said property.

NO WALL OR FENCE of any kind whatsoever shall be constructed on any lot until after the height, design and location thereof shall have been approved in writing by the architectural committee.

NO HOUSE TRAILER OR MOBILE HOME shall be allowed on any lots in DEVILS NEST unless designated for that usage.

NO LOT SHALL BE USED AS JUNK YARD, storage or grave yard. No lot in DEVILS NEST shall be used for depositing, dumping, burning or storing of any refuse, trash, garbage or discarded materials. All rubbish, trash and garbage shall be removed from lots and shall not be allowed to accumulate.

ALL EXTERIOR LIGHTING shall be installed and maintained so as not to disturb unreasonably the holders of the other lots in DEVILS NEST.

NO EVAPORATIVE OR AIR CONDITIONING OR HEATING UNITS shall be located on the roof of any structure. Any such units, clothes lines, equipment, fixtures, swimming pool filters, water systems, wood piles or storage piles shall be walled in or kept screened by adequate planting or walled in by other means such a manner as to conceal them from the view, neighborhood, lots and streets.

SHOULD IT BECOME NECESSARY at any time for the architectural committee to employ counsel to enforce any of the provisions, conditions, restrictions or covenants herein contained, all costs incurred for the enforcement of such provisions, conditions, restrictions or covenants herein contained including but not limited to a reasonable fee for counsel shall be paid by the owner or owners of the lot or lots if they through their breach make it necessary for the architectural committee to enforce such provisions, conditions, restrictions or covenants herein contained. The Association shall have a lien upon such lot or lots to secure payment in restitution caused by any breach on the provisions, conditions, restrictions, or covenants herein contained.

NO OUTDOOR TOILETS may be constructed or maintained on any part of the property.

EXISTING NATURAL DRAINAGE may not be changed or altered without the approval of the architectural committee.

INGRESS AND EGRESS. Rights of ingress and egress to the property for purpose of installing promised improvements are retained by the Developer.

FIRST REFUSAL - should the owner of any lot receive a bona fide offer in writing to purchase said property and be desirous of accepting said offer, he shall first submit the offer including the terms thereof and the name and address of the offeror to Developer who shall be then given not less than two business days to agree to purchase the property itself on said terms. Should Developer choose not to exercise said right of such refusal the owner of the lot or lots shall be free to sell the property to said offeror and not other at the price offered or a higher price. The restrictions shall abide through all transfers of property within the period of the restrictions and any subsequent purchaser beyond the immediate owner the Developer shall by his acceptance of the deed heretoby bind himself to these restrictions. Developer shall not be deemed to have waived his rights hereunder as to subsequent sales of any lot or lots by virtue of his failure to exercise his right of first refusal on any previous sale of said property.

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NUISANCES - nothing shall be done and no condition shall be allowed to continue which may become a nuisance or is in violation of any of these restrictions. All vacant lots are to be kept free of accumulations of brush, trash or other material. After Fourteen (14) days notice to the owner the Developer reserves the right of entry of vacant lots for the purpose of cleaning away such violation assessing the cost thereof against the owner.

AS AN AID TO FREER MOVEMENT OF VEHICLES at the near street intersections and in order to promote more adequate protection for the safety of children, pedestrians, operators of vehicles and/or property there shall be limitations on height of fences, walls, gateways, ornamental structures, hedge, shrubbery and other fixtures, construction and planting on corner lots in all districts where front yards are required. Such barriers to clear unobstructed vision at corners of intersections, streets shall be limited to a height of not over two (2) feet above the established elevation of the nearest street line for a distance of at least fifteen (15) feet along both front and side lines measured from the point of intersection of said intersecting lot lines.

DIVISION OF LOTS - no lot shall be resubdivided into smaller lots nor be conveyed or encumbered in less than the full original dimension of the lot as shown by the plat of DEVILS NEST of which it is a part except for public utilities unless said resubdividing has been approved in writing by the Architectural Committee.

ALL BUILDING OR STRUCTURES erected on said premises shall be of new construction and no building or structure shall be moved from other locations onto said premises without full written approval by the Architectural Committee.

ONE CERTIFICATE OF MEMBERSHIP in DEVILS NEST ASSOCIATION, a non-profit corporation, shall be issued to the owner of each lot in said Association upon formation of said Association in the event a single lot is owned by two or more persons a single certificate shall be issued in the names of all said owners and said owners shall designate to the corporation in writing one of their number, who shall have the power to vote the said certificate. No certificate shall be issued to any person or persons other than the owner of the lot in said subdivision.

PRIVATE PASSENGER AUTOMOBILES and pick up trucks may be parked in driveways only. Trucks larger than pick up class and vehicles other than described above shall not be kept on any lot or street except in a private garage or except in an area designated by the Association. No motor vehicle which is under repair or not in operating condition shall be placed or permitted to remain on the street or streets or any portion of any lot or lots unless it is within a closed garage or structure.

SINGLE FAMILY DWELLINGS. In addition and supplemental to the uniform general restrictions, the following restrictions, reservations, covenants and easements shall apply to and govern the erection and maintenance of single family dwellings.

1. Said lots of each and everyone thereof designated for single family residence purposes shall be used for single family residential purposes only; no building or structure intended for or adopted to business purposes and no apartment house, double house, lodging house, rooming house, hospitals, sanitorium or doctors office or other multiple family dwellings shall be erected, placed, permitted or maintained on said property or any part thereof.

2. GARAGES AND CARPORTS. A garage or carport may be constructed for not more than two cars. In the event that a garage larger than two car garage is desired special written permission must be obtained from the architectural committee. No garages or accessory buildings shall be used as living quarters except for employees and bona fide guests and such garages or accessory buildings shall not be used or occupied as living quarters prior to the erection of the dwelling.

3. SETBACKS AND SIDE YARDS shall be at the discretion of the architectural committee.

4. MINIMUM SIZE. Single family dwellings exclusive of carports, breezeways, garages, open patios and porches including utility rooms shall be a minimum floor area of 1200 square feet.

5. NO SINGLE FAMILY PRIVATE DWELLING HOUSE placed or erected upon any lot shall be occupied in any manner while in the course of construction nor at any time prior to its being fully completed as herein required nor shall any residences when completed be in any manner occupied until made to comply with the approved plans, the requirements herein and all other conditions and restrictions herein set forth. All construction shall be completed within six (6) months from the start thereof: provided that the architectural committee may extend such time when in its opinion conditions warrant same.

6. NO TEMPORARY HOUSE, temporary dwelling, temporary garage, temporary out buildings, trailer home or any temporary structures shall be placed or erected upon any lot unless approved by the architectural committee.

7. NO GUEST HOUSE MAY BE RENTED. The occupancy there being to members of the owner's family, guests or servants. This shall not be construed as for the leasing or renting of an

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entire lot together with the improvement thereon.

8. NO BILLBOARDS, ADVERTISING signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted.

9. A NAME AND ADDRESS SIGN, the design of which shall be furnished to the lot owner on request by the architectural committee shall be permitted. No other sign of any kind or design shall be allowed.

10. ALL PLANS FOR THE CONSTRUCTION of private roads and driveways and all building plans for any building, fence, wall or structure to be erected upon any lot and the proposed location thereof upon any lot and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot in said property shall require the approval in writing of the architectural committee. Before beginning the construction of any road, driveway, building, fence, wall coping or any other structure whatsoever or remodeling, reconstruction or altering such road, driveway, or structure upon any lot the person or persons desiring to erect, construct, or modify the same shall submit to the architectural committee two (2) complete sets of road or driveway plans showing the locations, course and with same two complete set of building plans and specifications for the building, fence, walk, coping or other structure as is applicable.

RESTRICTIONS FOR MULTIPLE FAMILY DWELLINGS. In addition and supplemental to the uniform general restrictions the following restrictions, reservations, easements shall apply to and govern the erection and maintenance of multiple family dwellings.

1. There will be no uniform setback requirements or side lot distance requirements for multiple family dwellings. These will be at the discretion of the architectural committee and DEVILS NEST ASSOCIATION.

2. MINIMUM SIZE. Each single family dwelling on a multiple lot, exclusive of carports, breezeways, garages, open patios, porches shall have a minimum floor area of 850 square feet.

MOBILE HOMES. In addition and supplemental to the uniform general restrictions, the following restrictions, reservations, easements shall apply to and govern the erection and maintenance of mobile homes.

1. MOBILE HOMES may be placed only on lots designated as mobile homes or dual purpose.

2. A ramada of design provided by DEVILS NEST DEVELOPMENT COMPANY must be erected over all mobile homes within twelve (12) months after their placement on a lot.

Dated this 27th day of July, 1970.

DEVILS NEST DEVELOPMENT COMPANY

By: Don E. Dixon
President

No Corporate
SEAL SHOWN!

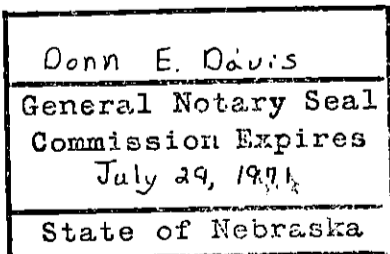
STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss

On this 27th day of July, 1970, before me, a Notary Public in and for said county and state personally came Don E. Dixon, President of Devils Nest Development Company, a corporation, to me personally known to be the President and identical person whose name is affixed to the above Protective Covenants and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal this 27th day of July, 1970.

Donn E. Davis
Notary Public

My Commission Expires July 29, 1971.



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