

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 subdivision in Knox County, Nebraska; the plats for said subdivision are filed of record with the County Clerk of Knox County, as follows:

<u>Book</u>	<u>Page</u>	<u>Date Filed</u>
L	99	July 9, 1970
L	100	Aug. 27, 1970 (Replat)
L	101	Aug. 27, 1970
L	102	Dec. 7, 1970
L	104	Oct. 14, 1971
L	105	Oct. 14, 1971
L	108	Oct. 11, 1973 (Replat)
L	109	Oct. 11, 1973
L	110	Oct. 11, 1973

WHEREAS, Devils Nest Development Company, Developer, is the owner and developer of certain lands situated in Knox County, Nebraska and known 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 and covenants upon the usage and development of property within 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 benefits of 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 together with such additions as may hereinafter be made thereto 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 as aforesaid, except that the Developer named herein, its representatives, and assigns shall hold these powers and exercise these functions aforesaid, and shall convey them to the aforementioned DEVILS NEST ASSOCIATION at such time as the Association is ready to undertake the obligation of enforcing these covenants, conditions and restrictions and other functions, and upon such conveyance and grant the DEVILS NEST ASSOCIATION shall succeed to all rights and duties with the same powers of the Developer; and

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; and

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 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, guaranties, and assigns. These easements, covenants, restrictions and conditions shall run with the 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 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 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 its sole judgment the Association is ready to undertake these obligations.

These covenants 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.

## ARTICLE I

### DEFINITIONS

1. "THE PROPERTIES" shall mean and refer to all existing properties and additions thereto, and lots at Devils Nest subdivision as are subject to this declaration or any supplemental declaration.

2. "COMMON AREA AND COMMON ELEMENTS" shall by 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 land specifically designated as a 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 refer to any portion of a building situated upon the property designated and intended for use and occupancy as a residence by a single family.

5. "MULTIFAMILY STRUCTURES" shall mean and refer to any building containing two or more living units under one roof.

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 owner of record whether one or more persons or entities of the fee simple title to any lot but shall not mean or refer to any mortgagee until such mortgagee has acquired title pursuant to foreclosure or any preceding in lieu of foreclosure.

9. "MEMBER" shall mean and refer to all those owners who are members of the Association.

10. "ASSOCIATION" shall mean and refer to the Devils Nest Association, a non-profit corporation.

11. "ARCHITECTURAL COMMITTEE" shall mean and refer to the architectural board appointed initially by the developer to enforce the declarations herein contained and carry out the duties imposed upon it by the terms of these declarations.

## ARTICLE II

### PROPERTIES

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to these covenants, conditions, restrictions and declarations is located in Knox county, Nebraska, and is more particularly described as follows:

Blocks On (1) to Twenty-nine (29), inclusive, Devils Nest, a Subdivision located in part of the South Half (S ½) of section Nineteen (19), in section Thirty (30); and in a part of the North Half (N ½) of section Thirty-one (31); all in Township Thirty-three (33) North, Range Three (3) West of the 6<sup>th</sup> P.M., Knox County, Nebraska, as per plats recorded with the County Clerk of Knox County, Nebraska; together with all replats of said blocks which have been made or which in the future may be made.

## ARTICLE III

### UNIFORM AND GENERAL RESTRICTIONS

EASEMENTS, right-of-way for installation and maintenance of utilities for the common enjoyment of all lot owners and equestrian access, drainage facilities, etc., are dedicated by Developer as shown by easements and restrictions of record. Within these Easements, no planting, other than grass or suitable ground cover, structures, walls and fences or any material of any type may be constructed, placed, or permitted to remain thereon except with the written permission of the architectural committee. These Easements conform to the requirements of all public lawful authorities including but not limited to the county engineers of Knox County, Nebraska. **The Architectural Committee may abandon easements per request.**



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

ALL PLANS FOR THE CONSTRUCTION of private roads and driveways, including driveway culverts and/or pipes, 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, alterations, 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 their locations and also two complete sets of building plans and specifications for the building, fence, walk, coping or other structure as is applicable.

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. **Permitted without approval shall be temporary real estate signs or sale type of signs and shall be limited to 24"x18" in size.**

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 pets upon said property.

NO HOUSE TRAILER OR MOBILE HOME shall be allowed on any lots in Devils Nest. ~~unless said lots have been designated for that useage by developer.~~

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 by owners with the approval of the architectural committee so as not to disturb unreasonably the holders of other lots in Devils Nest.

~~NO EVAPORATIVE OR AIR CONDITION 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 in such a manner as to conceal them from the view, neighborhood, lots and streets.~~

A NAME AND ADDRESS SIGN, the design of which shall be furnished by the lot owner on request to the architectural committee and approved by such committee shall be permitted.

NO OUTDOOR TOILETS may be constructed or maintained on any part of the property, **except during construction.**

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

UNDERGROUND FACILITIES. ~~No cesspool or private well may be dug or run laterally without prior written approval of Developer or the architectural committee.~~ No lot shall be used for the purpose of **boring**, mining, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

SANITATION. ~~Garbage and refuse facilities and any other artificial projections from the ground such as propane tanks, etc., shall be walled in and camouflaged in such a manner as to conceal them from the view of the neighboring lots and streets.~~ All rubbish, trash and garbage shall be in containers. ~~approved by Developer or the~~



~~architectural committee.~~ Said rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

OUTDOOR BURNING. No outdoor burning of trash or other debris shall be permitted, but the use of normal residential barbeque or other similar outdoor grill is not prohibited.

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 on 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 street intersections and in order to promote more adequate protection for the safety of children, pedestrians, operators of vehicles and/or property, and to insure clear unobstructed vision at corners of street intersections, there shall be limitations on the height of fences, walls, gateways, ornamental structures, hedges, shrubbery and other fixtures, construction and plantings on all corner lots where front yards are required. Such barriers 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 intersection lot lines.

DIVISION OF LOTS. ~~Excluding lots designated by developer as condominium 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 any lot shall be of new construction and no building or structure shall be moved from other locations onto said premises without written approval by the architectural committee.



ANTENNAS. No antennas shall be installed or maintained if Developer or the Association, as appropriate, in its discretion determines that other suitable means of amplification are available. No lightpost, pole, or tower of any kind which exceeds the height of eight (8) feet shall be erected or maintained at any time.

PRIVATE PASSENGER AUTOMOBILES and pick up trucks, **boats and ATV's** may be parked only in driveways, or approved **well maintained Off-** ~~on~~-street areas. 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. ~~No boats, boat railways, hoists, launching facilities, or any similar type of structures or equipment shall be installed, constructed, or maintained upon any lot, nor shall any boat or boat trailer be stored on any lot in such manner as to be visible from surrounding properties.~~ Camper trailers and ~~any other equipment not permitted on lots~~ must be stored in areas designated for such use by Developer or the Association.

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

COMMERCIAL USE. Unless designated otherwise by the Developer, all lots and structures thereon shall be used for private residence purposes only, and no buildings or structure of any nature intended for or adapted for business purposes shall be erected or maintained on any residential lot and no business of any nature shall be conducted on any residential lot.

~~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, its successors or assigns, who shall be then given not less than two business days to agree to purchase the property itself on said terms. Should Developer, its successors or assigns 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 no other at the price offered or a higher price. This restriction~~

~~shall abide through all transfers of property within the period of the restrictions and any subsequent purchaser beyond the Developer shall, by his acceptance of the deed, bind himself to these restrictions. Developer, its successors or assigns shall not be deemed to have waived its rights hereunder as to subsequent sales of any lot or lots by virtue of its failure to exercise its right of first refusal on any previous sale of said property.~~

POWERS OF ARCHITECTURAL COMMITTEE. 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 of the provisions, conditions, restrictions, or covenants herein contained.

MEMBERSHIP IN ASSOCIATION. All purchasers of lots at Devils Nest subdivision, shall upon execution of a real estate purchase agreement for the purchase of a lot or lots at Devils Nest subdivision, automatically become members of the Association and subject to its articles, by-laws, rules and regulations. ~~One certificate of membership in said Association shall be issued to the owner or purchaser of each lot upon formation of said Association. In the event a single lot is owned or being purchased by two or more persons a single certificate shall be issued in the names of all said owners or purchasers and said owners or purchasers shall designate to the Association 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 or purchaser of the lot in said subdivision.~~

#### ARTICLE IV

##### ~~SINGLE FAMILY DWELLINGS AND ESTATE PROPERTIES~~

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



dwellings on lots designated as single family ~~or estate properties.~~

1. LOTS DESIGNATED by developer as single family ~~or estate properties~~ shall be used for single family residential purposes only. No building or structure intended for or adapted to business purposes and no apartment house, double house, lodging house, rooming house, hospital, sanitorium or doctors office or other multiple family dwellings shall be erected, placed, permitted or maintained on said property or any part thereof; provided, however, nothing herein contained shall be deemed to prohibit the construction of a guest house on said lot. The occupancy of said guest house shall, however, be limited to members of the owner's family, his guests, or servants, and said guest house shall not be rented.

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 building 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. Dwellings on single family designated lots exclusive of carports, breezeways, garages, open patios and porches ~~including utility rooms~~ shall be a minimum floor area of 1200 square feet. ~~Dwellings on lots designated as estate property lots exclusive of carports, breezeways, garages or open patios and porches including utility rooms shall be a minimum floor area of 1600 square feet.~~ The maximum height of any dwelling constructed on lots designated as single family ~~or estate property lots~~ shall be two stories above grade.

#### ARTICLE V

##### ~~MULTI-FAMILY LOTS~~

~~RESTRICTIONS FOR MULTI-FAMILY DWELLINGS. In addition and supplemental to the uniform general restrictions, the following restrictions, reservations, and easements shall apply to and govern the erection and maintenance of multi family dwellings upon lots as designated by the developer as multi-family dwelling lots.~~