

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, Richard and Eileen Stewart, husband and wife, now being the owners of Lots 1 through 12, inclusive, West Miller Creek Residential Subdivision, located in Section 21, Township 33 North, Range 3 West, Knox County, Nebraska, according to the plat thereof recorded in the office of the Register of Deeds of said Knox County filed in _____, and whereas said owners desire to establish a general plan for improvement and development of their property aforesaid, they hereby make the following restrictive covenants running with the land, and said restrictive covenants are applicable to all the aforescribed real property and each conveyance hereafter made shall be subject hereto, and the grantees therein shall be bound thereto as follows:

1. That the property is to be used by the owner, his/her family, servants and guests for private, non-commercial, residential-recreational purposes, and for no other different object or purpose.
2. No structures other than private residential dwellings and suitable accessory buildings or ground improvements may be erected or maintained on said premises. All detached accessory buildings shall be constructed with building materials (exterior walls and roof) to match to the main residence.
3. The design and construction of homes and their accessory improvements buildings must be of permanent type and not of a temporary, movable (trailer home, mobile home, modular home, camper, etc) or seasonal nature.
4. The dwelling structures thereon must contain a minimum square footage of living area as follows
 - 4.1. Lots 1 through 4 minimum square footage living area of 850 square feet
 - 4.2. Lots 5 through 7 minimum square footage living area of 950 square feet
 - 4.3. Lots 8 through 10 minimum square footage living area of 1200 square feet
 - 4.4. Lots 11 through 12 minimum square footage living area of 850 square feet
5. No outbuilding, fence or hedge shall be constructed, created or maintained on the property which shall unreasonably restrict or block the view of Lewis & Clark Lake from any adjoining lot.
6. The grantees, their heirs, personal representatives, successors and assigns agree to maintain the water service from the tap on the main line to the dwelling and shall also own and maintain the sanitary sewer system from the dwelling to the drainfield, including service line and septic tank.
7. No lot shall be sub-divided into smaller lots or be conveyed or encumbered in less than the full dimensions of said lots as shown on the plat of this sub-division except for public utilities.
8. The minimum building set distances from lot lines shall be as follows:
 - 8.1. Lots 1 through 7, 11 & 12, Front 25 feet, Sides 10 feet, Back 25 feet.
 - 8.2. Lots 8, 9 & 10 refer to dimensions and location of Building Envelope as shown on plat. Dwelling must be constructed within boundary of respective Building Envelope.
9. No husbandry of animals or fowl is permitted, however, house pets are excluded from the restriction.
10. Water supply and waste disposal must conform to standards of the state and county health departments as approved for this project.
11. That owners reserve the right by recorded instrument to subsequently amend, alter or change these covenants and restrictions and to subsequently file from time to time additional covenants and restrictions with respect to the property in which owners at the time have an interest.
12. No signs, advertisements or billboards of any kind shall be erected or exhibited in any manner on any of this property.
13. All buildings or structures erected on said premises shall be of new construction, and no building or structure shall be moved from other locations to said premises without the full written consent of the undersigned.
14. Lawns must be maintained and weeds must be mowed or sprayed for aesthetic purposes and to reduce fire hazard.

Exterior fire protection management subdivision requirements:

Property owners must ensure that all vegetation, native or non-native, shall be maintained so as not to constitute a fire hazard.

Firebreaks must be created and maintained in areas within 10 feet of any occupied dwelling.
All weeds and grass within 10 feet of occupied dwelling shall be cleared and maintained at a height no greater than 6 inches above the ground.
All fire hazardous vegetation within 10 feet of occupied dwelling, with the exception of weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.
Property owners shall maintain an additional 10 feet outside the 10 feet firebreak from occupied dwellings (or to property line) as a fire fuel reduction zone. Property owner shall create horizontal and vertical spacing between trees and plants. Trees in excess of 10 feet height shall have lower branches removed to a min. height of 3 feet and plants below trees shall be maintained to a max. height of 6 inches.
All brush, weeds, grass, and fire hazardous vegetation within 10 feet of any usable road surface, public way or combustible fence shall be maintained in a non-hazardous condition.
Property owners must maintain their property free from all nuisances, including debris, garbage, rubbish and trash, hazardous materials, junk and noxious growth.
15. The foregoing conditions, restrictions and covenants shall be binding on all grantees and purchasers of said real estate, their successors and assigns forever; and the restrictions may be enforced by the undersigned or other person, or persons owning any part of the described real estate, their successors and assigns, by suit for forfeiture of the property or such other action to remedy the violation of these conditions and to maintain the restrictions and covenants contained herein.

RICHARD STEWART, OWNER

EILEEN STEWART, OWNER