

Return to: Pederson Law Office, 501 South Jeffers, North Platte, NE 69101

DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS OF


**LEGENDS SUBDIVISION,**

Various lots in a tract of land in the Northeast Quarter of Section 24, Township 13, North, Range 31 West of the 6<sup>th</sup> P.M., Lincoln County.

TO BE INDEXED AGAINST THE FOLLOWING:

Blocks 1-4, Legends Subdivision, in the Northeast Quarter of Section 24, Township 13, North, Range 31 West of the 6<sup>th</sup> P.M., Lincoln County, Nebraska more particularly described as follows: Beginning at the North Quarter Corner of Section 24, Township 13 North, Range 31 West of the 6<sup>th</sup> P.M., Lincoln County, Nebraska; thence N 89°47'33" E (an assumed bearing) on the north line of said Section 24, a distance of 1352.19 feet; thence S 00°24'05" E, a distance of 2624.07 feet to the south line of the Northeast Quarter of said Section 24; thence N 89°55'16" W on said south line, a distance of 1385.53 feet to the Center of said Section 24; thence N 00°19'40" E on the west line of the Northeast Quarter of said Section 24, a distance of 2617.25 feet to the Point of Beginning; said described tract contains 82.35 acres, more or less, and includes 1.02 acres, more or less, of county roadway.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the real property hereinabove described and subdivided as Legends Subdivision, "Subdivision" has been filed of record; and 

WHEREAS, Allura LLP., a Nebraska Limited Liability Partnership, hereinafter referred to as "Developer," is the owner of all of the lots in the Subdivision; and

WHEREAS, it is the desire of the aforesaid Developer to improve said real property by making this Declaration of Protective Covenants, Conditions and Restrictions for the purpose of

protecting and enhancing the value of said property and any buildings and improvements to be

erected thereon as a protected residential community, to enhance and protect adjacent land; and to preserve the natural terrain and beauty of the area; and

WHEREAS, Developer is desirous of providing and maintaining a uniform set of rules, regulations and restrictions concerning the construction and use of any structures on the property, and in order to provide for the maintenance, use and operation of certain common areas; and

WHEREAS, a home owner's association will be formed, the membership of which will be comprised of all of the owners of lots in the subdivision; and

WHEREAS, these Protective Covenants, Conditions and Restrictions are hereby established upon the lots in the Subdivision and upon the common areas.

NOW, THEREFORE, in consideration thereof, and in consideration of mutual benefits to be derived by the owners of said property, and any purchaser or purchasers, their heirs, administrators, executors, personal representatives and assigns, the Developer hereby stipulates, agrees and makes the following declarations as to limitations and restrictions of uses to which said property may be put, hereby specifying that said declarations shall constitute covenants to run with the above-described property, and shall accrue to and be binding upon all present and future owners of said land, all for the above captioned purposes.

## **1. DEFINITIONS**

- a) **Property:** As used herein, the term "Property" shall be deemed to mean the Property described above, Developer represents, and by acceptance of a Deed to any part of the aforementioned, Grantees hereby recognize, that the Property described above is a phase of Legends Lincoln County, Nebraska will likely be included in Legends Subdivision at a later date, and that additional covenants, conditions and restrictions may be filed against the later premises which could in some way affect the property or any part thereof.

- b) **Lot(s):** As used herein, the term "Lots" or "Lot" shall be deemed to mean all single-family lots now or hereafter located on the Property which are shown on the final plat recorded with the Register of Deeds of Lincoln County, Nebraska.
- c) **Lot Owner:** As used herein, the term "Lot Owner" shall be deemed to mean collectively the owner or owners of record of any single family Lot located on the Property.
- d) **Homeowner's Association:** As used herein, the term "Homeowner's Association" shall be deemed to mean the Legends HOA, Inc., a Nebraska Nonprofit Corporation, established for the purpose of enforcing and maintaining compliance with these Covenants and the Covenants of the Legends Subdivision, being filed in the Lincoln County Register of Deeds, and any other property later added to Legends Subdivision and Legends Subdivision, and for the purpose of maintaining and overseeing the Common area. Developer represents that Legends HOA, Inc. has been incorporated under the Nebraska Non- Profit Corporation Act.
- e) **Architectural Review Board:** Architectural Review shall be conducted by the Developer or its assigns, it being the intention of the Developer to transfer said Architectural Review, in the future, to the Homeowner's Association. The Architectural Review Board is noted by "ARB" in this Declaration.
- f) **Member:** As used herein, the term "Member" shall be deemed to mean those Lot Owners entitled to vote on matters pertaining to the business of the Homeowner's Association.
- g) **Covenants:** As used herein, the term "Covenants" shall be deemed to refer to this Declaration of Protective Covenants, Conditions and Restrictions of Legends Subdivision, as modified or amended in accordance herewith.
- h) **Developer:** As used herein, the term "Developer" shall be deemed to mean Allura Gardens, LLP, a Nebraska Limited Liability Partnership, and its appointees, successors or assigns.

- i) **Front Lot Line:** As used herein, the term "Front Lot Line" shall be deemed to mean that portion of any Lot line which directly abuts a street open to the use of the general public. It is understood that corner lots may have more than one Front Lot line, as defined herein.
- j) **Side or Rear Lot line:** As used herein, the term "Side or Rear Lot Line" shall be deemed to mean that portion of any Lot line which does not directly abut a street open to the use of the general public.
- k) **Single Family:** As used herein, "single family" shall be defined as one or more persons immediately related by blood, marriage or adoption and living as a single housekeeping unit; a single family may include, in addition, not more than two persons who are unrelated.
- l) **Building Envelope:** As used herein, the term "building envelope" shall refer to the platted area on each lot, within which improvements may be constructed, and of which improvements may not be constructed.
- m) **Barndominium:** As used herein, the term "Barndominium" shall mean a single-family residential structure constructed using metal or post-frame construction, with sheet metal siding or equivalent, fully or partially converted into a furnished living area compliant with Lincoln County, Nebraska, building codes and residential standards. Barndominiums shall be considered single-family residences for the purposes of these Covenants, provided they meet the architectural and aesthetic standards outlined in Sections 3, 4, and 7.

## **2. SINGLE FAMILY RESIDENCES.**

All construction and improvements on the above captioned property shall be utilized for private, single-family residence purposes only, including barndominiums as defined in Section 1(k). No apartment house, duplex, triplex, town house, condominium, or multiple dwelling units of any kind shall be constructed on the captioned property, nor shall any basement house be

constructed on the captioned property. No Lot or any building or improvement erected thereon shall at any time be used for the purpose of any trade, profession, manufacturing, or business of any description, except that barndominiums may include ancillary spaces such as workshops or garages for personal use, provided such spaces are not used for commercial purposes unless expressly permitted by the Homeowner's Association and compliant with local zoning ordinances. No outhouse or privy shall be permitted or maintained on any Lot, except that a chemical toilet shall be permitted on a Lot during the time a house is being constructed thereon. Notwithstanding anything to the contrary, an Owner may use a portion of such Owner's house or barndominium as a home office or in-home business provided that such Owner's activities are not obvious to the public from the street (no signs) and do not interfere with the quiet enjoyment of any other Owner or Occupant.

### **3. STRUCTURES**

No structure of a temporary character, basement, shack, garage, trailer, camper, mobile home, tent, or other outbuilding shall be used on said property as a dwelling at any time, nor shall any type of structure of a temporary character be used as a residence without prior approval of all property owners, together with the Developer. Barndominiums, as defined in Section 1(k), are expressly permitted as single-family residences, provided they comply with the architectural standards in Sections 4 and 7 and Lincoln County building codes. No building or house of any kind shall be moved onto any parcel or lot on the property above described except as specifically permitted herein, nor shall any mobile homes, modular homes, or mobile home courts be permitted on the premises. All improvements to the captioned real estate, including barndominiums, shall be of new construction, completed within twelve months from the date construction is commenced, and construction must be commenced on any lot purchased within forty-eight months from the date of purchase, with the exception of those lots owned by Developer. If construction is not so commenced, the property shall revert to Developer upon the payment of 75% of the purchase price to the lot owner.

#### **3.1 Buildings Must Be New**

Any building or house erected on any Lot, including barndominiums as defined in Section 1(k), shall be of new construction, and no mobile homes, trailers, old buildings, or manufactured homes shall be placed or moved onto a lot. Barndominiums constructed with metal or post-frame materials shall be considered new construction, provided they are built

on-site or assembled from new materials and comply with Lincoln County building codes and the aesthetic standards outlined in Sections 4 and 7.

### **3.2 Temporary Residence**

No trailers or other living convenience shall be kept on a Lot before or after construction of a house, nor shall any trailer or other living convenience be used for temporary living quarters at any time. No basement or structure on any Lot may be used for dwelling purposes until after its area, as defined by the foundation, has been completely enclosed according to the Plans (as defined below) and until it has been substantially completed, with sanitary facilities and utilities permanently installed.

## **4. SUBMISSION OF PLANS**

The following protective covenants are designed to provide a uniform plan for the development of the Lots and the Subdivision. The intent of Declarant in establishing these covenants is to create and maintain a residential area with an atmosphere and charm entirely compatible with the natural environment of the Property, and further to provide every practical and legal means to safeguard and protect the interests of all Owners and the stability of the Subdivision.

In the event that Developer is not involved in the construction of a single-family residence on any particular lot, prior to the construction of any single-family residence on any lot a set of building plans for such residence shall be submitted by the lot owner to the Developer for approval. In the event that Developer feels obligated to retain an architect to review said plans, at Developer's option, a fee not to exceed \$500.00 shall be paid to Developer by lot owner to be used to pay the architect to review plans and for onsite inspections by the architect in order to determine compliance with the Protective Covenants. Neither the Developer nor the architect assume any responsibility for compliance with any appropriate building codes or state building restrictions.

One set of such building plans, and all amendments, modifications and changes thereto, signed by the lot owner, shall be left on permanent file with the Developer. No construction of any single-family residence on any lot shall be commenced unless and until written approval of the building plans for such residence has first been obtained from the

Developer. Such approval shall be in recordable form and may be filed and recorded in the office of the Register of Deeds of Lincoln County, Nebraska.

Written approval or disapproval of such building plans shall be given by the Developer within thirty days from and after receipt thereof by the Developer. Approval of such building plans shall be the sole and exclusive right of the Developer, its appointee, successors or assigns. If no written approval or disapproval of such building plans has been received by the lot owner within thirty days after the delivery thereof to Developer, it shall be deemed presumed that the building plans are approved.

Preferred Builders or other Builders must submit these materials for the Application:

**Site Plan.** A site plan showing (1) the location of all improvements to be constructed including, but not limited to, buildings, fences, walls, driveways, parking areas, utilities, outbuildings and decks; (2) existing topography and contour in relation to the proposed construction, improvements, or alterations and cut and fill excavation requirements; and (3) other pertinent information relating to the proposed construction, improvements, or alterations.

**Building Plan.** A building plan which shall consist of: (1) the building dimensions; (2) elevation drawings or sketches of the exterior of the building(s); and (3) information concerning the exterior of the building(s) which shall include samples of all exterior colors, materials and finishes to be used.

**Landscape Plan.** A general landscape plan and/or drawings of proposed landscape features including planting areas, location of existing trees or proposed removal of such, proposed plant types and drainage plans. The landscape plan can be incorporated into the site plan.

**Other Information.** The DRC may require Owner to furnish additional specifications, drawings, material samples or such other information as the DRC, in its sole discretion reasonably exercised, shall deem necessary or appropriate for the purpose of assisting it in reviewing the Plans.

Upon the completion of the last lot sale within the subdivision, the Homeowner's Association shall create an Architectural Review Committee consisting of three residences

of the subdivision for the purpose of plan approval of any changes to existing structures within the subdivision and for approval of any new structures in the subdivision.

In reviewing the Plans and in reaching a decision of approval or disapproval thereof, the DRC shall use its best efforts and judgment to assure that all construction, improvements, or alterations shall produce and contribute to an orderly and aesthetically complimentary design and appearance, of a quality required to maintain the Subdivision as a first class residential development. Approval by the ARB shall be based, among other things, on the:

- A) Design Standards
- B) Conformity of Plans to this Declaration;
- C) Conformity and harmony of external designs with neighboring improvements;
- D) Effects of location and use of proposed improvements on neighboring Lots;
- E) Relation of improvements and finished ground elevations to existing topography and grades;
- F) Landscaping on the Lot in relation to that of neighboring Lots;
- G) Overall aesthetics of the Subdivision.

Because the review process includes judgments about aesthetics by the ARB and because the aesthetic considerations cannot be clearly defined in this Declaration, the decisions of the ARB will necessarily be subjective in nature. Each Owner, by acceptance of a deed to a Lot, agrees to accept the aesthetic decisions of the ARB as final and binding, and waives any right to challenge those decisions through legal action.

The ARB shall take action to approve or disapprove the Plans within fourteen (14) days after they have been submitted to it.



Any Plans that are approved in writing by the ARB shall then permit Owner to commence construction in accordance with the Plans, but any deviation from the Plans which in the judgment of the ARB is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform to the Plans as submitted.

The ARB may waive or grant variances to the Design Standards, when, in the sole discretion of the ARB, circumstances such as topography, natural obstructions, aesthetics, environmental considerations or hardship may so require, or when a proposed improvement is not in strict conformance with the Design Standards, but meets the aesthetic intent of the Design Standards.

Neither the DRC nor any member thereof, or Declarant or any member, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or other person for any loss, damage or injury arising out of or connected with the performance by the DRC members of their duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve a Plan or Plans. The aforementioned parties assume no responsibility for:

- a)** The structural capacity, safety features, or building code compliance of any improvement;
- b)** Whether or not the location of a proposed improvement is free from possible geologic or natural hazards or other possible hazards caused by conditions occurring either on or off the subject property;
- c)** The internal operation or functional integrity of any improvement; or
- d)** Any zoning ordinance or building code violations

An Owner agrees, by acceptance of a deed to a Lot and by submission of Plans to the ARB for approval or disapproval, not to bring any action or suit against the Association, the Board, members of the ARB, or Declarant or its officers, member, employees, agents, successors or assigns to recover damages as a consequence of the design review process.

## **5. PREFERRED BUILDERS**

Any single-family dwelling to be constructed on any lot must be constructed by a builder approved in writing by the Developer and must adhere to the terms and conditions in the Covenants and Rules of the Legends Subdivision.

## **6. UNDERTAKING OF CONSTRUCTION**

Construction on your single-family home must begin within 48 months of the closing date on the purchase of a Lot. Between the time of purchase and construction, the Buyer must maintain the property.

**Design Standards.** All improvements to any Lot shall comply with the Design Standards as set forth in this Declaration, as they may be amended and adopted from time to time by the ARB, unless strict compliance with a standard is waived in writing by the ARB.

**Compliance with Approved Plans.** It is the responsibility of Owner to make sure that any and all contractors, subcontractors, material suppliers and others working on an improvement to Owner's Lot to comply with plans approved by the ARB. Failure to comply with approved plans or beginning construction without prior written approval of the ARB may result in fines being levied against Owner, and/or a directive from the Board to discontinue construction. Fines will be assessed to Owner as a common expense payable only by that Owner.

### **Duration of Construction and Completion of Landscaping.**

Construction shall be diligently performed from its commencement to completion of the exterior of the building(s) and any necessary improvements to the grounds surrounding and affected by construction of the building(s). In any event, the exterior appearance of the building(s) shall be completed within twelve (12) months after the commencement of construction. Owner of the Lot shall, within a period of twelve (12) months after occupancy of a newly constructed house on the Lot, provide grass and/or other appropriate landscape cover consistent with the approved Plans over all unimproved or disturbed areas of the Lot.

If any structure is begun and is not completed within the time allowed by this Section 8.4, and in the judgment of the ARB is of offensive or unsightly appearance, then the ARB or the Directors, at the option of either, may take such action as may be necessary in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, installation of screening or covering of the structure or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be a lien on the Lot and may be enforceable by an action at law.

**Cleanup of Construction Debris.** Owners shall require that all construction workers take reasonable measures to contain construction debris, including coffee cups and food wrappers, on such Owner's Lot. Owner must arrange for cleanup of debris on the site and on surrounding areas at least two (2) times per week during construction.

## **7. CONSTRUCTION STANDARDS**

The following minimum standards shall be required in the plans for all buildings and improvements constructed, remodeled or reconstructed, however, compliance with these standards shall not limit the Developer from disapproving the plans and/or approving variances in these standards if deemed architecturally appropriate in accordance with these Covenants.

All improvements to any Lot shall comply with the Design Standards set forth in this Declaration, as they may be amended and adopted from time to time by the ARC, unless strict compliance with a standard is waived in writing by the DRC.

**a.** The entire front exterior of any single-family dwelling constructed on any lot must be fifty percent faced with stucco, brick, or stone. All exposed foundation walls of any single-family dwelling constructed on any lot shall be faced with brick, stucco or siding.

**b.** Minimum House Sizes. The minimum sizes for houses in the subdivision are as follows....

- (1)** Rancher with basement – 2,000 sq. ft. above ground

- (2) Rancher on Slab or Crawl Space – 2,000 sq. ft. above ground
- (3) Two Story – 1,550 sq. ft. on ground floor and total of 2,800 above ground

- c. All chimneys and chimney chases shall be faced of brick, stone or efis/stucco.
- d. If active solar panels are installed on any single-family dwelling constructed on any lot, they shall be flush with the roof or the sidewall of the dwelling. Any installed solar panels must remain in operation or if they are inoperable, must be removed.
- e. All buildings constructed on any lot shall have a minimum roof pitch of 6:12, and any outbuildings permitted to be constructed shall also have a minimum roof pitch of 6:12. Except for appropriate gutter and downspout systems, all buildings shall be shingled with wood, slate or heavy asphalt heritage design.
- f. All exterior air conditioning systems shall be located in the side or rear yard and shall be screened by landscaped shrubbery and color coded to match the exterior of the home. All electrical service boxes shall be screened by landscaped shrubbery and/or color coded to match the exterior of the home.
- g. All outbuildings shall be approved by the Developer and shall be of an exterior finish to match the main dwelling.
- h. Each house in the subdivision shall have a minimum of a double attached garage with an enclosed floor area within the perimeter of its exterior of not less than 575 sq. ft.
- i. All swimming pools must be appropriately fenced to provide for safety and attractive nuisance considerations. See Section 17 for fencing provisions. All swimming pools in the subdivision shall be submitted for approval by the Developer with a site plan and method of screening.
- j. No dwelling or structure of any type or kind shall be located outside of the platted building envelopes for each Lot, which building envelopes establish the building setback lines.

**k.** The specification for construction of the well and septic system shall be submitted with the plans for approval, to Developer. The location of the well and septic system on the site shall be as predetermined on the developer's maps prepared by TC Engineering and made available to Owner. The well and septic system shall be installed by a licensed plumber or well driller. There shall be a rough-in inspection of the well and septic system by Developer. The parties understand that water service for the property shall be provided by an appropriate single well installed on each Lot, which well shall comply with State of Nebraska Department of Environmental Quality (DEQ) regulations.

**l.** If any roads in the subdivision are damaged during the construction process, the lot owner will be assessed the cost of repair against his or her lot only.

**m.** No house shall be constructed with a housing peak higher than 35 feet measured from ground level.

**n.** No clothes lines are permitted on any Lot.

**o.** No single family dwelling shall be constructed on any Lot unless such single family dwelling shall have a minimum floor areas, exclusive of terraces, patios, porches, car ports, garages, basements, walk-out basements, daylight basements and lower levels, whether finished or not of (i) 2000 square feet in the case of a one-story ranch-style single family residence; (ii) 2400 square feet in the case of a one and one-half story single family residence; or (iii) 2800 square feet in the case of a full two-story or three-story single family residence.

**p.** All mailboxes required by city, state or federal law must be of permanent installation and made only of brick or stone.

Upon failure of any lot owner to comply with the requirements of this paragraph 8, the Developer or Homeowner's Association may employ the services of a Contractor for the purpose of bringing the lot into compliance with these Covenants, and Developer or Homeowner's Association may assess the cost thereof against the lot. When said assessments

are filed for record, such assessments shall be a lien upon the lot and shall bear interest at the rate of 14% per annum until paid. Which lien shall be subordinate only to the lien of a first mortgage or first deed of trust of record.

- q. A house constructed on a Lot shall be erected no closer than thirty feet (30') feet to the front Lot line, and each house shall be so located on the Lot so that there is at least ten feet (10 ') between the exterior wall of the house, including the attached garage, and the property lines of the adjoining Lots on all sides. Notwithstanding anything to the contrary, on cul-de-sac Lots, the minimum side setbacks shall be ten feet (10') and the minimum rear setbacks shall be twenty feet (20').

#### Barndominium Architectural Standards

Barndominiums submitted for review by the Architectural Review Board (ARB) shall adhere to the following standards to ensure compatibility with the Subdivision's aesthetic and quality:

- a) Exterior Appearance: Barndominium exteriors shall incorporate materials such as brick, stone, wood, or painted metal siding in neutral or ARB-approved colors to complement neighboring structures. Raw or unfinished metal exteriors are prohibited unless treated to prevent corrosion and approved by the ARB.
- b) Roofing: Roofing materials shall consist of asphalt shingles, metal roofing in ARB-approved colors, or other materials consistent with the Subdivision's aesthetic standards.
- c) Insulation and Energy Efficiency: Barndominiums must comply with the insulation standards set by the U.S. Department of Energy for Climate Zone 5, ensuring energy efficiency and occupant comfort.
- d) Minimum Square Footage: Barndominiums shall have a minimum heated living area of 1,200 square feet, exclusive of garages, workshops, or storage areas.
- e) Landscaping: Lots with barndominiums must include landscaping consistent with the Subdivision's standards, including a minimum of two trees and maintained lawn areas, to be completed within six months of construction completion.

The ARB shall review barndominium plans to ensure conformity with these standards, the overall aesthetics of the Subdivision, and harmony with neighboring improvements.

## **8. NUISANCE**

No noxious or offensive trade, activity or practices shall be carried on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. Every homeowner shall be responsible for weed control on their lot. If for any reason this is not maintained by the homeowner, the Homeowner's Association shall have the right to maintain and assess the homeowner the actual cost of maintenance plus interest at the rate of 14% per annum until paid. In the event that any lot owner or homeowner should refuse to abate

Any noxious or offensive trade, activity or practice as described herein, the Homeowner's Association or Developer shall have the option of seeking legal or equitable relief, at their option, including, but not limited to, injunctive relief, damages not being deemed an adequate remedy.

No nuisance, advertising sign, billboard or other advertising device of any kind or type shall be permitted, erected, placed or suffered to remain on any lot or on any structure or improvement located on any such lot. No lot shall be used in any way or for any purpose which may in any way endanger the health or unreasonably disturb the peace and quiet of another lot owner. No business of any kind or anything that may be construed as a business of any kind may be conducted on or from any lot, except that a home office business may be maintained so long as it is merely ancillary to the single family residential purposes described herein and require no signage; provided, however, that this paragraph shall not prevent a builder from placing one sign in front of the home during the construction period which shall be removed upon completion; the Developer may use one large sign to advertise the lot or lots in the subdivision.

## **9. PARKING**

No trailer, mobile home, basement, tent, shack, barn or any other outbuilding erected in or on any lot shall at any time be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence. No mobile home, camper, RV, boat, or inoperative or unregistered vehicle may be stored or parked on any lot on the subdivision for a period of time in excess of 24 hours. Construction trailers shall be permitted on the lot only during the process of construction of the residence and shall be

removed immediately upon completion of construction.

#### **10. ESTABLISHED GRADE**

The Developer and its assigns retain the sole and exclusive right to establish all grades, slopes and/or contours on all lots and to fix the grade upon which any single-family residence hereafter is erected or placed on any such lot.

Once such grades, slopes, and/or contours have been established by the Developer, they will not be changed in connection with the construction of any single-family residence on any lot established by Developer, without prior written permission of the Developer, but in no event will any such lot be graded or sloped so as to change the flow of surface waters to or from any adjoining lots and into streets within the subdivision. The Developer may, in the Developer's sole discretion, at such time as the Developer deems appropriate, transfer and assign to the Homeowner's Association the right to establish and enforce such grades, slopes and contours.

During the construction of any lot, the lot owner shall control soil erosion, using an erosion control mat and straw bales, and shall further comply with DEQ. Upon failure to do so, the Developer or the Homeowner's Association may enter upon said lot and take such steps as are necessary to control erosion and bring said lot into compliance with this paragraph and assess the costs thereof against, said lot. When such assessment is filed for record, it shall become a lien against the lot and shall bear interest at the rate of 14% per annum until paid.

#### **11. SIDEWALKS**

Any sidewalk area on an individual lot must be approved by the Developer and will be considered a private sidewalk.

#### **12. BURIED UTILITIES**

All outdoor wiring for any lot shall be placed underground. No wires for electrical



power, telephones, radios, televisions or for any other use shall be placed or permitted above the ground on any lot except inside a residence. No aerials, antennas, television dishes, poles, towers or other devices shall be placed or permitted above the ground of any lot except when placed inside the single-family residence constructed on such lot, below the roof line, except that a satellite dish with a maximum diameter of 18 inches may be installed. No wireless communication towers, ham radio or cell phone towers shall be permitted.

### **13. ANIMALS**

No animals, livestock or poultry of any kind may be raised, bred or kept on any lot, except dogs, cats or other household pets; provided, however, that such dogs, cats, or other household pets are not kept, bred or maintained for commercial purposes; and, provided further that the rear portion of any lot on which such household pet is enclosed or fenced must be screened with a fencing material or by underground containment wires as approved in writing by the Developer for purposes of containing any such pet. Such fence or wire containment is to be located no more than five feet from the exterior wall of the residence, and only in the rear yard. Absolutely no pets shall be allowed to be unrestrained in the subdivision. Only one such kennel per Lot is permitted.

### **16. TRASH**

The property shall at all times be kept in a clean, sightly and wholesome condition. No trash, waste, garbage, litter, junk, boxes, containers, bottles, and discarded machinery, automobiles or trucks or parts of any machinery, automobiles or trucks, or vehicles not in running condition, shall be permitted to remain exposed so as to be visible, except as is necessary during any period of construction. No sanitary landfills or junk yards of any kind whatsoever shall be permitted on the premises. No sod, earth, sand or gravel shall be removed to the injury of the value or appearance of the property.

All waste, garbage and trash must be kept in sanitary containers and removed from such lot on a weekly basis. No incinerators may be constructed or maintained upon any lot, and no burning shall be allowed at any time. All lots shall be kept free of debris and shall be kept mowed. All trash containers must be kept hidden and screened at all times except

on designated pick up days at which time they shall be immediately returned to storage areas after pickup.

#### **17. FENCES**

Fences shall be permitted but shall be constructed of new materials. No chain link fences shall be permitted. PVC fences shall be no more than six (6) feet in height. No fences shall be constructed in the front or side yards on any of the Lots, and the construction of any fences shall adhere to the ordinances of the City of North Platte and Lincoln County, including the requirement of a building permit.

#### **18. HOMEOWNERS ASSOCIATION**

All lot owners of any single-family lot now or hereafter located on the property, including the Developer, shall, by virtue of such ownership, automatically become a member of the Homeowner's Association and shall abide by the Bylaws of the Homeowner's Association. All such lot owners shall also abide by all rules and regulations governing the operation, maintenance and use of said Homeowner's Association as the same may now exist or hereafter be established by the Homeowner's Association.

The Homeowner's Association shall have two classes of voting membership:

**CLASS A.** Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

**CLASS B.** The Class B member shall be the Developer and shall be entitled to three votes for each lot owned. The Class B membership for any particular lot shall cease and be converted to Class A when the lot has been sold by the Developer.

The Homeowner's Association shall enforce these Covenants and maintain and

regulate the use of the Common Area. The Homeowner's Association shall have the power and authority to levy and assess annual and special assessments against any single family lot located on the property.

Each lot owner, including Developer, by the acceptance of a deed by which the interest requisite for membership in the Homeowner's Association is required, shall be liable to the Homeowner's Association for the payment of annual assessments for the administration, maintenance and operation of the Homeowner's Association, and the development, maintenance and improvement of the Common area. Such assessments may be more frequent if necessary to properly protect the property. These items shall include but not be limited to snow removal, street maintenance and repair, payment for public street lighting for the subdivision, and water service. Such annual assessments shall be uniform as to each lot. An estimated assessment amount shall be disclosed in writing by the Developer prior to each lot sale in the subdivision. Each lot owner who does not comply with payment of any assessment within 15 days after notice of such assessment has been mailed by the Homeowner's Association to the lot owner, shall become personally liable to the Homeowner's Association for the unpaid assessment which shall bear interest at the rate of 14% per annum until paid in full, and upon the filing of a notice of non-payment of such assessment with the Register of Deeds of Lincoln County, Nebraska, such non-payment shall constitute a lien upon the lot or lots of such non-paying lot owner; provided, however, that the lien of any such assessment shall be subordinate to the lien of any first mortgage or first deed of trust filed of record against such lot or lots, but shall be superior to any other mortgages or deeds of trust filed of record against such lot or lots.

As additional Legends Subdivision property is added to Legends Subdivision and platted by filing of plats with the Register of Deeds of Lincoln County, Nebraska, the lot owners in those additional properties shall become members of the Legends Subdivision Homeowner's Association with all of the rights, privileges and obligations of members described above.

**19. CHANGES TO RESIDENCES OR SITE AFTER INITIAL CONSTRUCTION IS COMPLETED.**

All changes to the site or to the residence thereon must be approved by the Developer or Architectural Committee, as the case may be. This would include but not be

limited to: home additions, outbuildings and site improvements.

## **20. EASEMENTS**

Easements and rights-of-way in perpetuity are hereby reserved for the erection, construction, maintenance and operation of wires, cable, pipe, conduits, apparatus for the transmission of electrical current, telephone and television and radio lines and for the furnishing of water, gas, sewer, and for the furnishing of other utilities together with the right of entry for the purpose of installing, maintaining and reading gas, electric, and water meters together with the further rights to the Developer to convey or lease the whole or any portion of such easement, rights- of-way or rights of entry, to any person or persons or to any corporation or municipal body, under, along, across, upon and through a strip of land along the front, rear or side lots lines of the lots as set out in the plat by the Developer and which is on file in the office of the Register of Deeds of Lincoln County, Nebraska as Legends Subdivision.

## **21. DURATION**

These Covenants are to run with the land, are deemed to be Covenants and not as conditions hereof, and shall be binding on all parties and all parties claiming ownership of said property for a period of 25 years from the date of the filing of these Covenants with the Register of Deeds of Lincoln County, Nebraska. After the expiration of said 25-year period, said Covenants shall be automatically extended for successive periods of 10 years each, unless an instrument signed by three-fourths of the then persons or entities claiming ownership of the premises has been recorded, representing three-fourths of the platted lots in Legends Subdivision, agreeing to change said Covenants in whole or in part. To clarify the meaning hereof, the Covenants may be changed in whole or in part at any time after the original Covenants are filed with the Register of Deeds of Lincoln County, Nebraska, upon the execution and the recording of an instrument signed by three-fourths of the then persons or entities claiming ownership of the premises as described above; such change is not limited to any renewal period or periods.

## **22. ENFORCEMENT**

Violation of any restrictions, conditions, covenants or agreements contained in this Declaration shall give to the Association, acting through its directors, the right to enter upon the Lot, and to summarily abate and remove at the expense of the Owner any building, structure, thing, or condition that may be in, on or upon said Lot contrary to the provisions hereof without being deemed guilty of trespass. The result of every act or omission whereby any restrictions, condition, covenant or agreement is violated in whole, or in part, is hereby declared to be and constitute a nuisance, and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and remedies now or hereafter imposed or available pursuant to this Declaration shall be cumulative and not exclusive. Failure by the Association 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.

**Costs of Enforcement.** In the event the Association employs an attorney because of a violation by an Owner of one (1) or more of the provisions of this Declaration, or if the Association commences an action for the enforcement of this Declaration or of the lien for assessments and the Association is wholly or partially successful in such action, the offending Owner shall be obligated to pay, on demand, all costs, charges and expenses, including reasonable attorney's fees, incurred by the Association. Any and all associated costs and expenses shall bear interest at the rate of 14% per annum until paid in full, and upon the filing of a notice of non-payment of such assessment with the Register of Deeds of Lincoln County, Nebraska, such non-payment shall constitute a lien upon the lot or lots of such non-paying lot owner; provided, however, that the lien of any such assessment shall be subordinate to the lien of any first mortgage or first deed of trust filed of record against such lot or lots, but shall be superior to any other mortgages or deeds of trust filed of record against such lot or lots.

## 23. SEVERABILITY

The invalidation of any one of the Covenants or restrictions set forth herein shall not affect the validity of the remaining provisions hereof, all of which shall remain in full force and effect.

**24. FIRE**

The danger of fire from fireworks shall be respected at all times. Any discharge of fireworks will be subject to the relevant ordinances of the City of North Platte. The danger to other residences and persons shall prohibit the firing of any dangerous instrumentalities, including, but not limited to, firearms.

**25. DELAY**

No delay or omission on the part of any owner, their heirs, representatives, successors or assigns, in exercising any rights, powers or remedies herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and such failure shall in no event be considered a waiver of the right to enforce same thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

**26. BINDING EFFECT**

This Declaration and the faithful performance of the terms thereof shall be binding upon the heirs, successors, administrators, executors, personal representatives, assigns, grantees and devisees of the parties to this Declaration, and upon any purchaser or purchasers of any or all of the captioned premises during the term or terms hereof.

**27. FURTHER SUBDIVIDING**

No Platted lot in any of the subdivision or subdivisions affected hereby shall be further subdivided or separated into any tract that is smaller than the original platted lots, except for the purposes of combining portions with adjoining tracts but provided that no additional lot or building site is created thereby. Nothing contained herein shall prohibit deeds of correction, deeds to resolve boundary disputes and other similar corrective instruments.

**28. RESIDENTIAL USE**

No apparent manufacturing, industrial, agricultural or commercial enterprise or enterprises of any kind shall be maintained on, in front of, or in connection with the property herein described, nor shall said property in any way be used for other than strictly residential purposes, except that home office businesses located entirely within the residential structure shall be permitted, provided such use is not apparent and does not adversely impact the parking situation.

## **29. MAINTANENCE**

Each Lot and the exterior appearance of all building or improvement erected thereon shall be maintained in a clean, neat and orderly condition at all times.

Each Owner shall maintain the exterior of all buildings and improvements situated on such Owner's Lot and the accompanying landscaping and grounds in good repair and shall keep the buildings and other improvements painted or stained, lawns cut, shrubbery trimmed, rubbish and debris removed, and otherwise maintain the same in a neat and aesthetically pleasing condition. All damage to any exterior part of any building or other improvement situated on the Lot shall be repaired as promptly as is reasonably possible.

Any exterior or condition on any building or other improvement situated on a Lot which, in the sole discretion of the Board, creates an unsightly or blighting influence shall be corrected or removed, as the case may be, by Owner, upon request by the Board notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.

In the event any Owner shall fail or neglect to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within thirty (30) days. If such Owner shall fail or refuse to provide such exterior maintenance within the thirty (30) day period, the Association or its designated agents may then enter such Lot and provide required maintenance at the expense of Owner. Such entry on the Lot by the Association or its agents shall not be deemed a trespass. The

