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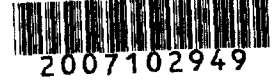


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After recording, please return to:

REEDER FAMILY, LLC  
13506 Corby Street  
Omaha, Nebraska 68164-2449

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
9/7/2007 15:41:11.11



2007102949

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR LOTS 1 THROUGH 12, INCLUSIVE, CHAMPIONS VIEW, AN  
ADMINISTRATIVE REPLAT AS SURVEYED, PLATTED, AND  
RECORDED IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION is made on the date hereinafter set forth by REEDER FAMILY, LLC, a Nebraska limited liability company, hereinafter referred to as "Declarant", and those other signatories hereto who join in this Declaration and all the actions taken by the Declarant herein by their signatures below.

**WITNESSETH**

WHEREAS, Declarant, and those other signatories hereto are the owners of certain real estate hereinafter referred to as the "Properties" in the County of Douglas, State of Nebraska, described as follows:

Lots 1 through 12, inclusive, Champions View, an administrative replat as surveyed, platted and recorded in Douglas County, Nebraska.

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of the Properties for the purpose of providing the value and desirability of said property.

NOW, THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for a period of

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twenty-five (25) years from the date of filing this Declaration, at which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless terminated by written agreement of two-thirds (2/3) majority of the then owners of the Lots, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof. Any Amendment must be recorded.

**ARTICLE I.**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to the Champions View Homeowners Association, its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws adopted by the Association as they may exist as amended from time to time.

Section 3. "Committee" shall mean and refer to an architectural control committee composed of three (3) or more representatives appointed by the Declarant or a majority of the owners, as provided in Article II hereof.

Section 4. "Declarant" shall mean and refer to Reeder Family, LLC, a Nebraska limited liability company, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 5. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of any part of the Properties and includes any improvements now or hereafter appurtenant to that real estate.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Properties" shall mean and refer to those lots described in the foregoing "WHEREAS" clause, and such additions thereto as may hereafter be made subject to these Declarations.

## ARTICLE II.

### ARCHITECTURAL CONTROL

Section 1. No dwelling; building; fence, other than fences constructed by Declarant; wall; pathway; driveway; patio; patio cover or enclosure; deck; rock garden; treehouse; swimming pool; tennis court; dog house; flag pole; solar heating or cooling collecting panels, device or equipment, satellite receiving dish (18 inches or less in diameter); or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, planted, altered or changed in any manner (including color), or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express prior written approval of the Declarant.

Section 2. The Declarant shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials consistent with this Declaration. The Declarant specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the Lots.

Section 3. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the Improvement may be required of the applicant at the discretion of the Declarant. Each applicant shall submit to the Declarant the following documents, materials, designs and/or plans (herein collectively referred to as the "plans").

- a. Site plan indicating specific improvement and indicating Lot number, street address, grading, location of the structure proposed for the Lot, surface drainage and sidewalks.
  - b. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, exterior color or colors and landscaping plans.
  - c. Concurrent with submission of plans, Owner shall notify the Declarant of the Owner's mailing address.
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Section 4. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or hand-delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed refused by the Declarant.

Section 5. After January 1, 2010, or at such earlier date as may be directed in writing by the Declarant, all privileges, rights, powers and authority under this Article shall be exercised by and vested in a Committee to be selected by the Declarant. If such Committee has not been selected at that time or at any later time, the requirements of this Article shall not be applicable during the period when such Committee is not operating.

**ARTICLE III.**

**GENERAL RESTRICTIONS**

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single-family residential purposes. Lots 9, 10, and 11 may hereafter be conveyed or dedicated by Declarant, its successors or assigns for use in connection with a cluster subdivision as approved by the City of Omaha Planning Department.

Section 2. Fences, Etc. No fences shall be erected or permitted on any Lot on the Properties. Exceptions to fence restriction is in the event a Lot owner desires to build an in-ground swimming pool a fence around the pool will be permitted as long as fence is constructed of decorative iron or aluminum. Any fence around patio or children's play area shall not be more than 4' in height, shall not extend more than 25' feet north of rear of home and shall be constructed of decorative iron or aluminum. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards. No external television or radio antenna or satellite receiving dish (except as provided for miniature dishes under Article II) shall hereafter be erected on or about any of the building sites or Lots within the Properties. No clothesline or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level. No storage shed of any kind shall be permitted on any Lot. Children's playground equipment or swing sets shall not be constructed without express prior written approval of the Declarant.

Section 3. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained herein shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of construction on and sale of the Lots within the Properties. Declarant or its assigns may also erect and maintain model homes for sales purposes, and rental and lease purposes, and may operate



such office or offices therein for so long as it deems necessary for the purpose of selling, renting or leasing the Properties.

**Section 4. Livestock and Poultry Prohibited.** No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot except that a doghouse shall be permitted provided the construction plans and specifications and the location of the proposed structure have first been approved in writing by the Declarant or the Committee. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two dogs, cats or other household pets maintained within the dwellings may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

**Section 5. Billboards and Nuisances Prohibited.** No sign, picture, banner, poster or other object of any kind shall be erected, placed, displayed to the public view, or permitted to remain on any Lot except one (1) sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

**Section 6. Noxious Activity.** No noxious or offensive activity shall occur on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of any adjacent property.

**Section 7. Trash and Lawn Equipment.** No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garage, trash can, container or fuel tank shall be permitted to remain outside of any dwelling, except for pick-up purposes. During the period of construction, however, there may be occasions when it will be necessary to use temporary propane tanks until gas has been installed in the subdivision, and the temporary installation of these propane tanks is specifically allowed. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other Lots in the Properties. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.

**Section 8. General Building Restrictions.** All Lots within the Properties shall be used only for detached single family residences, and no more than one single family dwelling with garage attached shall be erected, altered, placed or permitted to remain on any of the said Lots. All telephone, electric power or other utility service from property



line to the residences shall be underground. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour or drainage of any Lot. No dwelling shall exceed two and one-half (2 ½) stories in height excluding the basement or walk-out level. All homes constructed on said Lots must have at least two-car garages. All exposed foundations of each improved Lot facing the public or private street (front) shall be faced with brick, stone or a comparable substance approved by Declarant, and all other foundations shall be painted to harmonize with the exterior of the building.

**Section 9. Maintenance of Vegetation and Equipment.** Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twenty-four (24) inches unless those plantings are part of a native grass landscaping plan.

**Section 10. Vehicles, Trailers, and Equipment.** No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, the Section 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

**Section 11. Light Poles and Mailboxes.** Declarant reserves the right to require each Lot owner to install an ornamental light pole in the front of each house near the driveway. Light poles shall all be uniform in nature and approved by Declarant prior to installation. Declarant shall approve all mailboxes or mail collection boxes prior to installation in accordance with USPS regulation.

Section 12. **Rear Yard Setbacks.** The rear yard building setbacks for the following Lots in Champions View shall be required (setback is from the north property line and is exclusive of the proposed additional right of way from the vacating of Locust Street):

Lot 1	40'	Lot 5	80'
Lot 2	50'	Lot 6	90'
Lot 3	60'	Lot 7	100'
Lot 4	70'	Lot 8	110'

#### ARTICLE IV.

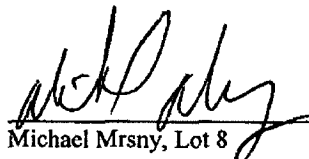
#### GENERAL PROVISIONS

**Section 1. Enforcement.** The Declarant, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date of this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by Declarant. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned Declarant and owner of Lot 8 has executed this Declaration this 7<sup>th</sup> day of September, 2007.

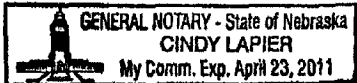
  
Michael Mrsny, Lot 8

REEDER FAMILY, LLC

  
Steven Reeder, member

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

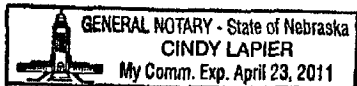
On this 7th day of September, 2007 before me a notary public in and for said county and state personally appeared **Michael Mrsny**, who acknowledged the execution of the above and foregoing Assignment as his voluntary act and deed.



*Cindy Lapiere*  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 7th day of September, 2007 before me a notary public in and for said county and state personally appeared **Steven Reeder**, member of Reeder Family, LLC a Nebraska limited liability company, who acknowledged the execution of the above and foregoing Assignment as his voluntary act and deed and the voluntary act and deed of said limited liability company.



*Cindy Lapiere*  
\_\_\_\_\_  
Notary Public

Please return to :

Reeder Family LLC  
13506 Corby St.  
Omaha, NE 68164-2449

