

93-25649

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR CINNAMON ESTATES

This declaration made on the date hereinafter set forth by Hawk, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant desires to encumber the following described real estate:

Lots One (1) through fourteen (14), Cinnamon Estates, a subdivision platted and recorded in Sarpy County, Nebraska, (formerly known as tax lots (5A) and (5B), located in the Southeast Quarter (1/4) of Section 22, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska.

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 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.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. These covenants may not be modified, altered or waived without the written approval of the owners of at least 75% of the lots in the said subdivision.

A. Said lots shall be used only for single family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned or its assigns for recreational, public, church, educational or charitable use. Prior to any construction or grading on residential lots, the owner must first submit construction plans for all buildings to be erected to the architectural committee appointed by the undersigned, and secure its written approval thereof.

The architectural committee is a governing and advisory body comprised of members of the Homeowner's Association formed to ensure the covenants are enforced to protect all members of the Homeowner's Association.

Plans shall include a site plan showing the location where each building is to be erected. Said plans shall include at least four (4) exterior elevations, exterior material, floor plan, foundation plan, plot plan, and landscape plan. Exterior colors of homes shall be of earth tone hues and be harmonious and compatible with the subdivision. In the event owner contemplates construction of a fence, pool, tennis court, natural garden, etc., such plans shall include the type of material to be used and the location thereof.

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Plans will not be returned to the owner. Within thirty (30) days of receipt of said plans, the architectural committee shall either notify the owner in writing of its approval of plans or disapproval with reasons therefore, but if the undersigned shall fail to send either notice within the thirty (30) day period, then such plans shall be deemed approved.

1. Garages - Each residence shall include an enclosed, attached two car garage.
2. Wiring - All power and telephone service wires shall be buried underground.
3. Drives - Driveways shall be portland concrete or asphalt from the public roadway to the garage.
4. Satellite Dishes - Are allowed, but must be approved by the architectural committee as to the size (8 ft. or under), and location (no satellite dishes shall be located on the front or side of the house, and no closer than the back line of the house, and may be located twenty (20) feet from the side or rear lot lines). Microwave or radio towers, or antennas of any kind are not allowed.
5. Swimming Pools and Tennis Courts - Are allowed, but must be approved by the architectural committee as to the size (up to 20' x 40') and location (no swimming pool shall be located on the front or side of the house, and no closer than the back line of the house, and must be located thirty (30) feet from the side or rear lot lines).

B. Lot fourteen (14) in Cinnamon Estates Subdivision has an existing house in place. The existing house does not meet the new covenant requirement for square footage in its present form, and is hereby grandfathered. However, any change or construction regarding the existing home by current owners or any subsequent owners must comply with the covenants in place. The house also does not meet the back lot line setback, and is, hereby, grandfathered for the back lot line setback. It should also be mentioned that if Lot 14 is replatted, with the result of the formation of an additional lot, then that new lot must comply with all of the Cinnamon Estates Covenants.

The minimum dwelling size for Lots one (1) through thirteen (13) in Cinnamon Estates Subdivision are as follows:

1. For a ranch style (one level) or split entry home, the ground floor (or main level) shall contain not less than 2,000 square feet of finished living area.
2. A split-level shall contain not less than 2,000 square feet of finished living area, and a tri-level, or multilevel home, the top 3 levels shall contain a total of not less than 2,400 square feet of finished living area.

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3. For a 1 1/2-story or 2-story home, the total finished living area for first and second floor shall contain not less than 2,500 square feet.

The computation of living area shall be exclusive of porches, breezeways and garages.

The maximum height for any building shall be 2 1/2 stories.

All concrete or cement block foundations, exposed to a street must be faced with brick or stone, or other materials approved by the architectural committee. All other foundation areas must be painted, and must be compatible and harmonious with the house.

Types of roofing material that may be used on houses include tile, wood, asphalt, fiberglass, and wood fiber (Masonite's Woodruff) and shall conform to the overall architectural design and color of the house. Roofing material not to be used include metal, plastic, or rolled roofing.

All houses must face the street unless approved otherwise by the architectural review committee.

The house must be started within thirty-six (36) months after closing date on the lot, and must be completed within twelve (12) months from the start of building. To prevent speculative paper transfer of ownership to avoid the 36 month building requirement, the Declarant reserves the right of first refusal to purchase the lot at market price.

C. The owner of each lot shall be responsible for the upkeep and maintenance of said lot prior to and after building completion. Should the owner of the lot not keep the area clear of debris and mowed prior to building completion, the original owners (Hawk, Inc. or assigns) shall mow and maintain the lot at the rate of \$30.00 per hour. The total charge not to exceed \$300.00 per year. The owner shall take whatever steps are necessary to control noxious weeds on his property and shall maintain necessary ground cover in order to prevent erosion.

D. All accessory buildings shall conform to the overall architectural design and color of the main house, cannot exceed the size of the house, and be harmonious and compatible with the subdivision, and shall be of wood and/or metal construction. This allows metal accessory buildings, and any such building shall be constructed only with material for roof and/or siding that has factory applied paint. Unpainted metal roofs or siding are prohibited. Quonset huts are prohibited. Open lean-tos are prohibited. Blueprints, plot plan, building materials and color of any accessory building must be approved in writing prior to commencement of construction, by the architectural committee. The residence must be constructed prior to the erection of any outbuildings. Outbuildings must be completed within a period of six (6) months after start of construction.

E. Not less than 5 ornamental or deciduous shade trees must be planted on each lot in front of the front building line of any residence within 1 year after excavation for footings and thereafter maintained in good growing condition and replaced as necessary. Existing trees on lots cannot be removed without written permission from the architectural committee.

F. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles. The owner shall take whatever steps are necessary to control noxious weeds on his real estate. Ground cover shall be maintained on all lots in order to prevent erosion. On each lot from the house to the front lot line grass must be planted and maintained as lawn only. Any and all dead trees and shrubbery must be removed at the owner's expense.

G. No trailer, basement, tent, shack, garage, barn or other out building erected on said real estate 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 and before any building shall be occupied as a residence, the entire building shall be occupied as a residence, the entire building must be substantially completed and the exterior must be fully completed.

H. All trailers, campers, boats, farm or business trucks, tractors, equipment or machinery, and other recreational or commercial vehicles shall be parked or stored in a garage or an out building. No semis, farm or commercial vehicles shall be permitted to be parked in driveways or on the public streets.

I. None of the land shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All rubbish, trash and garbage shall be removed from the subdivision and shall not be allowed to accumulate thereon, and shall not be burned by open fire, incinerator, or otherwise on the subdivision on any part thereof.

J. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

K. No wire, barbed wire, snow fence, or stockade fence of any type shall be permitted, however, decorative fencing not over 4' high, such as split-rail type fencing shall be permitted. Chain link fencing will be allowed behind the back line of the residence. Privacy and safety fencing for swimming pool must be submitted and

approved by the architectural committee.

L. Only cats or dogs may be kept provided that they are not raised, bred or maintained for any commercial purpose, and comply with Sarpy County regulations, and Sarpy County leash law.

M. No building or part of a building, residence, or accessory building shall be located on any lot nearer than seventy (60) feet to the front lot line, thirty (30) feet to a side lot line, and one hundred (80) feet to the rear lot line. Any lot that cannot accommodate the minimum front and back setbacks can apply for a variance when the plans and plot plans are submitted to the architectural committee.

N. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and poles with the necessary supports, sustaining wires, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, and upon a five (5) foot strip of land adjoining the side boundary lines of said lots in said Subdivision, a sixteen (16) foot strip of land adjoining the rear boundary lines and a ten (10) foot strip adjoining the front; said license being granted for the use and benefit of all present and future owners of lots in said Subdivision; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement-ways.

O. Public notice is given hereby that the roads in Cinnamon Estates are dedicated streets, and will be privately maintained. Property owners in said subdivision shall share the cost of such maintenance as may be necessary by participation in a Homeowner's Association established for that purpose. Such maintenance costs shall be paid by property owners in this manner.

P. No lot shall be reduced from its original size unless approved by a 75% majority of lot owners, and the architectural review committee.

Q. The following prohibitions shall be observed on all lots:

1. No dwelling constructed on another addition or location shall be moved to any lot within this subdivision.
2. No fuel tanks are allowed in this subdivision.
3. No garage, storage building, animal shelter or any other out building shall be erected on any lot

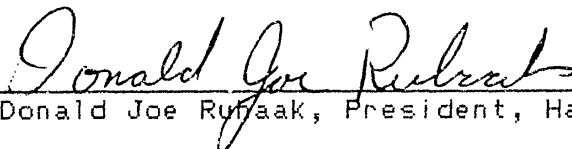
before the residence is constructed thereon.

4. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage.
5. No signs (with the exception of "for sale" signs) or billboards of any type or nature whatsoever shall be placed on or constructed or erected on any lot or portion thereof without the prior written approval of the undersigned.
6. Discharging any firearms which propel a projectile across or into any public place, or a pond, into, or over any land in the subdivision is prohibited. Discharging any device which propels a projectile across or into any public place or in the private property of another person is prohibited.

A firearm is any device which releases a projectile by means of an explosive charge.

GENERAL PROVISIONS:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended successive periods of ten years, unless any instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. For a period of five (5) years from the date of the recording of this agreement, no building shall be erected, constructed, altered, placed or permitted to remain on any lot in said subdivision herein described until the plans and specifications have been approved in writing by Hawk, Inc. or assigns.
3. Enforcement shall be proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
5. Establishment of Cinnamon Estates Homeowners Association. The terms and conditions of Exhibit 1, attached, are incorporated herein, and shall become a part of these covenants, and each lot owner shall be a member of the Cinnamon Estates Homeowners Association.

  
 Donald Joe Ruyaaak, President, Hawk, Inc.

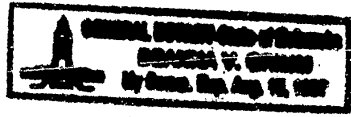
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STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF SARPY )

ON THIS 9 DAY OF Sept, 1993, before me a Notary Public duly commissioned and qualified in said County, personally came DONALD JOE RUHAAK, President of Hawk, Inc., a corporation, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Deanna V. Gemin  
Notary Public



HOMEOWNERS ASSOCIATION

"Association" shall mean and refer to Cinnamon Estates Homeowners Association, Inc., a Nebraska non-profit corporation.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. "Class A" members shall be all Owners with the exception of the Declarant 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. "Class B", member(s) shall be the Declarant and shall be entitled to (1) vote for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1999, or
- (c) the Declarant voluntarily waives its right to Class B voting privileges.

Section 2. Purpose and Responsibilities. The Association shall have the powers conferred upon not for profits corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

ARTICLE II

COVENANT FOR MAINTENANCE AND INSURANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as



hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall pass to subsequent purchasers, and shall be a continuing lien upon the property.

Section 2. Easement and Licenses. The Association and the Declarant reserve the right to grant such further easements and licenses under, upon or over said Lots as may be necessary or required by utilities furnishing gas, water, telephone, electrical and television or other utility services to said Properties. The Properties shall further be subject to existing easements for abutting roadways and right-of-ways.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties.

Section 2. Exterior Maintenance. The Association shall provide maintenance of the streets. Each Owner shall provide, at his own expense, exterior maintenance upon his respective Lot including mowing, fertilizing, watering, planting of trees, shrubs, grass and snow removal on walks and drives. Each Owner of Lots shall be responsible for all maintenance and repair of his dwelling units and he shall not permit waste but instead shall in a timely fashion maintain the exterior appearance of his unit in a clean, uniform, and orderly manner free of discolored or peeling paint or stain. Each Owner shall be responsible for prompt repair of broken glass.

The Association shall install street lights along the streets as necessary, and enter into a lease agreement on a monthly basis with the appropriate utility company.

In the event any Owner fails in his maintenance obligations the Association Board, thirty (30) days after written demand, may at its election, perform the maintenance including but not limited to, painting, roofing, staining, repairing glass, maintaining or replacing trees, shrubs, bushes, rock walls, or otherwise, as may be necessary to cause the property to comply with this section. The cost of any Board ordered repair shall become a lien upon the Lot and Lots repaired without further Board action and the Owner(s) shall be personally obligated to reimburse the actual costs incurred. The Association may at its option elect to provide garbage and trash pick-up service, or any other exterior service, repair or maintenance, and may include the

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costs thereof in the assessments.

In the event that the need for maintenance or repair to Lots caused through the willful or negligent act of an Association member, family, or guests or invitees, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject, and such added assessment shall not be subject to the maximum assessment limitations herein contained.

Section 3. Payment of Dues Assessments. The annual assessments shall be payable in 12 equal monthly installments one month in advance on or before the first day of each month; provided, however, the Directors of the Association may establish a different method of payment upon notice to the Owners. Special assessments shall be payable in the manner, amounts, and times specified by the Directors.

Section 4. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be delivered either personally or by mail to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Rate of Assessment. The total annual assessments shall be levied at an equal rate against each Lot.

Section 6. Monthly Dues. Unless excess dues have been authorized by the Members in accordance with Section 7, below, the aggregated dues which may become due and payable in any year shall not exceed the greater of:

(a) Twenty-five (\$25.00) per Lot per month.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Association members on the first day of the month following the conveyance of title of said lot to the member. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

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Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the highest lawful rate, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in proceedings in the nature of a Mechanics Lien foreclosure. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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Carol A. Davis  
REGISTER OF DEEDS