

97-28368
FILED SARPY CO. NE.
INSTRUMENT NUMBER
97-028368

97 DEC 15 PM 4: 22

Steve J. Dunning
REGISTER OF DEEDS

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**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR FOREST RUN AND FOREST RUN II
IN SARPY COUNTY, NEBRASKA**

The following covenants hereby amend the restrictive covenants filed as Instrument 96-022304 dated October 21, 1996 and Instrument 97 017132 dated August 11, 1997.

THIS DECLARATION made on the date hereinafter set forth, by Van Lee, L.L.C., a Nebraska limited liability company (hereinafter the "Declarant").

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Sarpy County, Nebraska and described as follows:

Lots 1 through 41, inclusive, in Forest Run and Forest Run II, a subdivision as surveyed platted and recorded in Sarpy County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These restrictions, covenants, conditions and easements shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for residential purposes.
2. No more than one (1) detached single-family dwelling, not to exceed two and one half (2 1/2) stories in height excluding basement is permitted per lot. All houses must face the street unless

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or permitted on any Lot. No garden, lawn or maintenance equipment on any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per residence.

13. Exterior lighting installed on any Lot shall either be indirect or such a controlled focus and intensity as not to disturb the residents of adjacent Lots. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. All produce or vegetable gardens shall be maintained only in rear yards.

14. A dwelling on which construction has begun shall be completed within one (1) year for the date the foundation was commenced for such dwelling.

15. Any and all animals or livestock maintained on the premises shall be kept in accordance with the requirements of the city of Gretna, Nebraska. All structures used for the housing and maintenance of animals or livestock, and any areas where animals or livestock are maintained or kept shall be maintained at all times in a neat, clean and orderly manner. Birds, cats or dogs may be kept, provided they are not raised, bred, or maintained for any commercial purposes. Hoofed animals may be kept on the premise, but not to exceed two (2) animals per Lot. No swine shall be permitted. Any animal causing disturbances, biting, or a general nuisance may be required to be removed.

16. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. 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 eight (8) inches. The Homeowners Association shall have the authority, but not the responsibility to mow and clean lots in disrepair. Prior to any work, the Homeowners Association shall give ten (10) days prior written notice to the owner(s) of record of its intent to mow and/or clean and to the extent that said owner(s) refuse, neglect or refrain from mowing and/or cleaning said lot within ten (10) days of said notice, then the Homeowners Association may perform such work and charge the owner(s) thereof with the reasonable cost of such work.

17. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structures, dwellings or modular housing improvements shall be moved from outside Forest Run and Forest Run II to any Lot.

18. All Lots must plant a minimum of six (6) trees with a minimum height of four (4) feet in the front of the rear building line within one year of substantial completion of home.

ARTICLE II **EASEMENTS**

A perpetual license and easement is hereby granted to the Omaha Public Power District, US West Communications and any company which has been granted a franchise to provide a cable television

system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five (5') foot wide strip of land abutting all front and side boundary lot lines, an eight (8') foot wide strip of land abutting the rear boundary lines of all lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') side strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to the City of Gretno and Peoples Natural Gas, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5') foot wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. All such utility service lines from the property line to dwelling shall be underground.

ARTICLE III HOMEOWNER'S ASSOCIATION

1. The following definitions shall apply for the purposes of this Article:

a. "Association" shall mean and refer to the Forest Run Homeowners Association, Inc., its successors and assigns, a Nebraska non-profit corporation.

b. "Improved Lot" shall mean and refer to any Lot of the Properties on which a dwelling has been erected and the construction thereof is substantially complete. All other definitions contained in Article I will likewise be applicable to this Article.

2. Every owner of a Lot shall be a member of the Forest Run and Forest Run II Homeowner's Association to be established for the purpose of maintaining the concrete/asphalt streets, including, but not limited to snow removal, and other improvements generally deemed "public" dedicated easement areas and the unmaintained lots to the extent as set forth in Article I, paragraph 16, and for such other purposes as may generally benefit the health and welfare of the area Homeowners Association. The Homeowner's Association shall cover all of the lots in Forest Run and Forest Run II. and Membership shall be appurtenant to and may not be separated from ownership on any Lot.

3. The Declarant, for each Lot owned within the Properties as defined herein, hereby covenants and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed covenant and agrees to pay the the Association regular annual assessments for the charges for the purposes hereinafter set forth, which assessments, together with interest, costs, and reasonable attorneys' fees shall be and constitute until paid, a continuing charge against and a lien upon such lot or property against which each such assessment is made

4. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to maintain, repair and replace when necessary the improvements described and for the general health and welfare of the area.

5. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in

reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations for the Association for that year, and shall levy and collect annual assessments from each lot on the Properties, and which shall be sufficient to fund the budget for the fiscal year. The regular assessment for each unimproved Lot shall be no more than fifty (50%) percent of the regular assessment for improvement lots.

6. The regular annual assessments provided for herein shall commence as to all Lots on the first day of the month following the filing of this Declaration. The regular annual assessments provided herein as to all improvement Lots shall commence the first day of the month following the month during which the dwelling was substantially completed. The first regular 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. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

7. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine (9%) percent per annum. The Association may foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages.

8. 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 effect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the liability for any assessments thereafter becoming due or from the lien thereof.

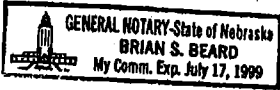
9. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

10. The Homeowner's Association is a non-profit corporation originally formed by the Declarant and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein by this reference. In the event of any conflict between the Articles and/or Bylaws of the corporation and this Declaration, then this Declaration shall control. The initial Board of Directors of the Association and all officers of the Association shall be appointed by the Declarant. Not later than sixty (60) days after the conveyance of seventy-five (75%) percent of the Lots, in all phases of the Forest Run and Forest Run II, to owners other than the Declarant, a majority of the members of the Board of Directors shall be elected by the owners of Lots other than the Declarant. The Declarant's reserved right to appoint members to the Board of Directors and officers of the Association shall terminate sixty (60) days after conveyance of seventy-five (75%) percent of the Lots, in all phases of Forest Run and Forest Run II, to owners other than the Declarant. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the foregoing.

ARTICLE IV
GENERAL PROVISIONS

known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

Witness my hand and Notarial Seal this 15 day of Dec. 1997.



Brian S. Beard
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Linda M. Vandembroucke, Managing Member of Van Lee Properties, L.L.C., a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be her voluntary act and deed and the voluntary act and deed of said limited liability company.

Witness my hand and Notarial Seal this 15th day of Dec 1997.



Brian S. Beard
Notary Public