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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE LAKESIDE HILLS VILLAS**

THIS DECLARATION, made on the date hereinafter set forth by Royal Development, Inc., a Nebraska corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Douglas, State of Nebraska, which is more particularly described as:

Lots 59-67, inclusive, all in Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (sometimes referred to herein as the Properties or Lakeside Hills Villas).

WHEREAS, Declarant intends this Declaration of Covenants to be an additional Declaration of Covenants that is in addition to the Declaration of Covenants that are filed of record in the office of the Register of Deeds for Douglas County, Nebraska, filed on October 10, 1997, at Book 1225, Page 282 of the Miscellaneous Records. Under no circumstances shall this Declaration of Covenants, Conditions, Restrictions and Easements amend or modify the terms of the Declaration of Covenants that are filed of record in the office of the Register of Deeds for Douglas County, Nebraska, filed on October 10, 1997, at Book 1225, Page 282 of the Miscellaneous Records unless it is expressly and affirmatively stated that such a terms is being amended or modified.

WHEREAS, the Declarant intends to have this Declaration apply solely to Lots 59-67, inclusive, all in Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, in order to place additional covenants on said property that are needed for purposes of creating villas.

NOW, THEREFORE, Declarant hereby declares that 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 and 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.

ARTICLE I
Definitions

Section 1. "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 sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to Lots 59-67, inclusive, all in Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Section 3. "Lot" shall mean and refer to any Lot that is legally described as Lots 59-67, inclusive, all in Lakeside Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Section 4. "Declarant" shall mean and refer to Royal Development, Inc., and its successors and assigns.

Section 5. "Villa Association" shall mean and refer to Lakeside Hills Villa Homeowners Association, its successors and assigns.

ARTICLE II
Membership and Voting Rights

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Villa Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

Section 2. The Villa Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and each Class A member 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant, and the Declarant shall be entitled to ten (10) votes 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 June 1, 2030.

ARTICLE III

Purposes of the Villa Association and Powers and Responsibilities

Section 1. Purposes of the Villa Association. In addition to any other purpose expressed herein, the Villa Association has as its purposes the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Properties, Lakeside Hills Villas, and the promotion and protection of the aesthetics, the value and desirability of the Properties, which shall include, but not be limited to, the following:

- A. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Properties, Lakeside Hills Villas; and the protection and maintenance of the residential character of the Properties, Lakeside Hills Villas.

Section 2. Powers and Responsibilities. The Villa Association shall have all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Villa 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:

- A. The landscaping, mowing, watering, maintenance, repair and replacement of parks, outlots, Median Islands, other public property and improvements on parks or public property within or abutting Lakeside Hills Villas.
- B. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- C. The expenditure, commitment and payment of Villa Association funds to accomplish the purposes of the Villa Association including, but not limited to, payment for purchase of insurance covering any Common Area or any other area in which the Villa Association has an interest against property damage and casualty, and purchase of liability insurance coverages for the Villa Association, the Board of Directors of the Villa Association and the Members.
- D. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Villa Association as set forth in this Declaration, as the same may be amended from time to time.
- E. The acquisition by purchases or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Villa Association.
- F. The deposit, investment and reinvestment of Villa Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- G. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Villa Association in the performance of their duties and responsibilities for the Villa Association.
- H. General administration and management of the Villa Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
- I. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Villa Association.

ARTICLE IV

Covenant for Maintenance 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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Villa Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and special 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. 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 fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Villa Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and of the homes situated upon the Properties, including exterior maintenance as provided hereinafter and for the improvement and maintenance of the Common Areas abutting the Properties, and for costs incurred by the Villa Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Thousand Eight Hundred Dollars (\$1,800.00) per Lot, payable monthly in advance installments.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum annual assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Assessments for Extraordinary Costs or Capital Improvements. In addition to the annual assessments authorized above, the Villa Association may levy, in an assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of duties performed by the Villa Association on Lots or on any Common Area and/or Facility, including fixtures and personal property related thereto and related facilities and including any capital improvement upon the Common Area. The aggregate assessments in each calendar year shall be limited in amount to Five Hundred Dollars (\$500.00) per lot.

Section 5. Excess Dues and Assessments. With the approval of seventy-five (75%) of the votes of the Members of the Villa Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3, 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast Forty Percent (40%) 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 of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis, as established by the Board.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any such improved Lot to an Owner who is not one of the Declarants. 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 Villa Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Villa Association or a designated agent of the Villa Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Villa Association as to the status of assessments on a Lot is binding upon the Villa Association as of the date of its issuance.

Section 9. Assessments: Apportionment. Assessments shall be paid pro-rata by the owners of all Lots based upon the total number of Lots, however, vacant lots shall not be assessed but shall be maintained by the owners. Assessments may be apportioned against Lots where inordinate wear, tear and/or damage occurs to the items to be maintained by the Villa Association due to the fault or negligence of a Lot owners.

Section 10. Certificate of Payment. The Villa Association shall, upon demand and for a reasonable charge furnish a certificate signed by an officer of the Villa Association or a designated agent of the Villa Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Villa Association as to the status of assessments on a Lot is binding upon the Villa Association as of the date of its issuance.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Villa Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of sixteen percent (16%) per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Villa Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Villa Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien of such assessment against the property through proceedings in any court having jurisdiction of actions for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of title or transfer of such Owner's Lot.

Section 12. Subordination of Assessments. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust, and the holder of any first mortgage or first deed of trust, on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Villa Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessments made as provided herein. The Villa Association, if authorized by its Board of Directors, may release the lien of any delinquent assessments on any Lot as to which the first mortgage or the first deed of trust thereon is in default, if such Board of Directors determines that such lien has no value to the Villa Association. No mortgagee or lender/beneficiary shall be required to collect any assessments due. The Villa Association shall have sole responsibility to collect all assessments due.

Section 13. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Declarant or Declarant's construction company.

ARTICLE V

EXTERIOR MAINTENANCE

The Villa Association may provide exterior maintenance upon each Lot, subject to guidelines set forth by the Villa Association, as set forth hereinafter.

Section 1. Assessments levied against each Lot, as defined in Article I, Section 3, may be assessed for, but not limited to the following:

- (a) Care and maintenance of lawns, to include regular mowing and application of chemical herbicides and fertilizer, as necessary. The Owner is responsible for all trees, shrubs or other landscaping on the Owner's Lot that are not included within any easement granted to the Villa Association. The Owner is responsible for replacement of all dead landscaping improvements, and if the Owner fails to replace such dead landscape improvements at the expense of the Owner at the time of replacement, then the Owner shall reimburse the Villa Association on demand.
- (b) It shall be the Owner's sole responsibility to maintain and operate the underground watering system on the Owner's Lot, including but not limited to turning off such system and clearing pipes of such system during periods in which freezing temperatures may occur, and Owner shall remain liable for any damage caused to such system by failure to maintain the same. The Villa Association shall have the right to program the irrigation system and to regulate the day, time and amount of irrigation to be used in its sole discretion.
- (c) Providing snow removal for driveways, front walks, front stoops and front steps for each Lot for snows of two (2") inches or more.
- (d) Maintaining any mailboxes upon the Properties.
- (e) Care and maintenance of the landscaping within the landscaping easements described in the Declaration.
- (f) Exterior window washing not more than twice a year; and

- (g) Providing such other services or maintenance as may be deemed appropriate by the Board or by a two-thirds (2/3) vote of the Villa Association.

Section 2. With the exception of improvements to any Common Area and any duties undertaken pursuant to Section 1 of this Article, the Villa Association shall have no duty to repair, replace, or maintain any concrete surfaces, buildings, systems, fences or other improvements to the Properties, but may, at its discretion, in the event that the Owner of any Lot in the Properties has not maintained, replaced or kept repaired the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Villa Association shall have the right, through its agents and employees, to enter upon said parcel and to maintain, repair (including painting), restore and replace the Lot and the exterior of the buildings and any other improvements erected thereon, including, but not limited to any roofs, gutters, concrete, exterior walls, glass surfaces, doors, door openers and cooling units for air condition systems which have not been so maintained, repaired or replaced. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI

Architectural Control

No continuous perimeter fence shall commence, erected or maintained upon the Properties, except fences erected by or approved in writing by the Declarant. To be eligible for approval, fences must be wrought iron look-alike and may enclose a portion of the yard only so as not to impede mower traffic from front to rear or from side lot to side lot. All areas enclosed by fence will not be maintained by the Villa Association or the Association. No exterior painting shall be commenced upon the Properties after original construction except such painting as shall be approved by the Villa Association. No landscaping, building, wall, mailbox, antenna or other structure shall be commenced, erected or maintained upon the Properties after original construction, nor shall any exterior addition to or change or alteration therein be made until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Villa Association and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and in relation to other trees, shrubs and plantings by the Board of Directors of the Villa Association, its successors or assigns or by an architectural committee composed of three (3) or more representatives appointed by the board. In the event said Board, or its designated committee fails to act upon such design and location within thirty (30) days after said plans and specifications have been submitted to it, such failure to act shall be deemed disapproval. The decision of the Villa Association and any architectural control committee shall be made in conformance with the restrictions and provisions of Article VI. The Architectural Control referred to in this paragraph shall not be applicable to initial construction by any builder or Owner, the plans and specifications of which have been approved by the Declarant.

ARTICLE VII

General Restrictions and Other Provisions

Section 1. The following general restrictions and other provisions shall be followed. Every Owner shall have full rights of ownership and full use and enjoyment of this Lot, subject to the following restrictions:

- (a) No single family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed one story in height, exclusive of the basement level, or a single story structure with a 2nd level loft space, not visible from the street.
- (b) No flag pole shall be permitted on any Lot.
- (c) The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick or cultured stone ("Masonry") or other material approved in writing by Declarant. All exposed side and rear concrete foundation walls not facing a street must be painted. All driveways must be constructed of concrete or other material approved in writing by Declarant. All foundations shall be constructed of poured concrete. Fireplace chimneys running up an exterior wall shall be covered with brick, or cultured stone or other material approved in writing by Declarant. Unless other materials are specifically approved in writing by Declarant, the roof of all residential structures/improvements shall be covered with Tamko "Heritage" asphalt shingles in "weathered wood" color.
- (d) Other than as carried on by the Declarant or any designated builder, in respect to the sale, marketing, construction and improvement of the Lots or any other commercial activity on the Properties, no business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Properties, or without the prior written authorization of the Villa Association, shall any "For Sale" signs be displayed by any Person, firm or corporation, bank, savings and loan association, lending institution, or insurance company who as holder of a deed of trust against any Lot acquired ownership thereof through foreclosure (or by deed in lieu of foreclosure) or the agent of any of them. Nothing in this Section is intended to restrict the right of any Lot Owner from keeping his or her personal business or professional records or accounts therein, or handling his or her personal business calls or correspondence therefrom, but all the express restrictions herein contained about use of displays and signs shall nonetheless be and remain in full force and effect and prohibits such activity concerning any personal business or professional records or accounts. In accordance with the foregoing, the Lots shall be and are restricted exclusively to owner occupied residential use, (i.e. no leases or rentals) and no trade or business of any kind other than as set forth hereinabove may be conducted in or from a Lot.
- (e) No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Property, other than non-exotic household pets. All pets shall be leashed and attended by their owner when outside of the residential structure. No such pet shall be kept, bred or maintained for any commercial purposes. No fences in areas may be used as a "dog run" for unattended pets and all animal waste must be disposed of as it occurs.
- (f) No vehicle repairs other than emergency repairs or repairs of a minimal nature needed to be performed to move a vehicle off the properties shall be allowed on the Properties. The Villa Association is expressly authorized to tow away, at the offending owner's expense, any vehicle referred to in this Section which is in violation herein or in violation of the rules and regulations governing parking as

follows: No boats, boat trailers, campers, canoes, recreational vehicles, vehicles used primarily for recreational purposes, vehicles primarily used for commercial purposes or vehicles with commercial writings on their exterior shall be stored, allowed to remain or parked in the subdivision. Owners or parties residing with owners must not park personal vehicles in the street.

- (g) Except as placed or erected by Declarant or his assigns, agents or successors, in respect to the sale, marketing, construction and improvement of the Lots, no sign, billboards, unsightly objects or nuisances shall be erected, place, or permitted to remain on the Properties subject to this Declaration, nor shall such Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot thereof.
- (h) No offensive or unsightly appearance shall be maintained or allowed to exist upon the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon and Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No incinerators shall be kept or maintained on any Lot. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Trash cans, garbage cans and other receptacles for trash and/or garbage shall be stored indoors except for one day per week specifically for garbage and/or trash collection by a professional garbage and/or trash hauler.
- (i) The use of private barbecue grills and the outside storage of barbeque grills is allowed on outside decks and patios but may be subject to written regulation, restriction or exclusion by the Villa Association. Gas fire pits or outside fireplaces are permitted if constructed according to city code.
- (j) No improper, offensive or unlawful use shall be made on any part of the Properties. All valid laws, zoning ordinances and regulations of all government bodies having jurisdiction over the subdivision shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.
- (k) No salt or de-icing material, other than sand shall be utilized, at any time, on any driveway, sidewalk, stoop or step with the Properties.
- (l) All Lots shall be Owner occupied and in no event shall any Lot be rented to any person or entity.
- (m) The front yard of each Lot shall have a minimum of one (1) two-inch caliper tree which must be classified as deciduous, planted in area twelve to fifteen (12-15') feet back from the front street curb or as more specifically designated by the Villa Association. These trees shall be planted with boulevard spacing at the locations directed by the Declarant. No tree situated upon any Lot may be moved, removed, cut (other than minor trimming which does not materially alter the tree) or destroyed unless complete plans describing the exact trees or trees to be moved, removed, cut or destroyed and the reason thereof, shall have been submitted to and approved in writing by the Association and Villa Association.

- (n) All deck railings installed on any Lot shall be constructed of black painted wrought iron look-alike material or stylized railings as approved by the Declarant.
- (o) All siding installed on any Lot shall be lap siding or shingle siding accents.
- (p) The exterior of all windows shall be clad in a tan or dark bronze color.
- (q) Each home constructed on each Lot shall have a minimum of 1500 square feet of finished space on the main floor.
- (r) Any retaining wall installed on any Lot shall be constructed of light brown keystone blocks or natural boulders.
- (s) Exterior paint shall only be beige, taupe, or tan earth tones and only a single color excepting accented entry doors, shutters and beams and trellises as may be allowed with Architectural committee approval. Eaves, gable lines and gutter lines may not be painted an accent color.
- (t) Masonry and bricks installed on any residence must only be of a type approved in writing by Declarant and Declarant may limit the type of Masonry and brick types allowed in the Properties.
- (u) The exterior paint, trim and siding and other exterior materials on each residence constructed on each Lot shall be maintained in good and proper condition. If the exterior paint, trim, siding or other exterior materials have deteriorated to less than a good and proper condition, as determined in the Villa Association's sole discretion, such items shall be repaired, repainted and/or replace within ninety (90) days following notification by the Villa Association. All work required by this subparagraph shall remain subject to all approvals required by any other covenant, condition or restriction stated in this document.
- (v) Declarant does hereby reserve unto itself the right to require the installation of siltation fences and other erosion control devices and measures in such locations, configurations and designs as it may determine appropriate in its sole and absolute discretion, however, the Owner of each Lot shall remain liable for his/her own Lot and any liability resulting from siltation fences and/or erosion control devices and/or measures or the lack thereof.
- (w) No dog house, dog run, dog kennel, or other enclosure or exercise area for any dog or other animal or pet shall be allowed on any Lot.
- (x) No structure of a temporary character, carport, detached garage, trailer, basement, tent, outbuilding, shed, shack, swing set, playground equipment, playhouse, pool house, shed or other stand alone structure, temporary or permanent, may be constructed on any Lot either temporarily or permanently, excepting only one residential structure. In ground swimming pools are permitted as long as they do not violate the aforementioned fencing provisions. No re-platting or subdivision of any Lot shall occur without Declarant's prior written approval and then only for minor lot line adjustments due to encroachments.

- (y) No exterior flood lights shall be allowed and only indirect focus outside lighting fixtures are allowed as approved by the Declarant.
- (z) No exposed exterior television, broadcasting or radio antenna of any sort shall be permitted on any Lot or on any structure on any Lot, except that a satellite dish not exceeding 18" in diameter may be permitted on the rear of a house provided that the Declarant, the Association and the Villa Association have given their approval. No radio or television signals, or any other form of electromagnetic radiation or any type of signal of any kind or nature, shall be permitted to originate from any Lot, which may unreasonably interfere with the reception of television or radio signals within the Properties.
- (aa) A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling. At the time of construction, sufficient sediment control measures, (BMP's-Best Management Practices), including, but not limited to, installation and maintenance of silt fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by Declarant, shall be taken by the Owner or Owner's builder to ensure all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures, BMP's, must be maintained until such Lot has been permanently stabilized as it pertains to soil erosion.
- (bb) A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed seven (7.0) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof.

In addition to the restrictions above, the Villa Association shall have the right to make and to enforce reasonable rules and regulations governing the use for such purposes.

Section 2. Each Lot shall be used for residential purposes.

Section 3 No residence, building, fence, wall, driveway, patio enclosure, rock garden, swimming pool (provided that said swimming pool shall be in-ground or shall not exceed two feet above the grade of the Lot under any circumstances), tennis court, dog house, tree house, antenna, satellite receiving station ("dish"), flag pole, solar heating or cooling device, shed, wind mill, wind generating equipment, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Declarant as follows:

- (i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Declarant (herein collectively referred to as the "Plans"). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such Improvement. Owner of a Lot with existing trees must develop a site plan, for the Declarant's review and approval that retains

all Protected Trees. All exterior walls not covered in stone or brick must have horizontal siding. No vinyl or aluminum siding will be permitted. Concurrent with submission of the Plans, owner shall notify the Declarant of the owner's mailing address.

(ii) Landscaping plans submitted: as per Section 2 (i) above shall conform to the following minimum standards:

- (a) Each lot must plant a minimum of one street tree per City of Omaha Section 53-9 and shall be a minimum of 3.0" caliper and shall be planted within the tree yard area between the curb and sidewalk. Street tree species shall consist of the following: Autumn Blaze Maple, Burr Oak, Red Oak, Norway Maple or Skyline Honey Locust.
- (b) In addition to the street tree referenced in the prior paragraph, each lot also must plant a minimum of one (1) ornamental 2.0 caliper tree to be planted in the front of house.

(iii) Declarant shall review such Plans in relation to the type and exterior of improvements and construction, or approved for construction, on neighboring Lots and in the surrounding area and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

(iv) Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the Plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the Plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by the Declarant.

(v) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligations shall be assumed by or imposed upon the Declarant by virtue of the authority granted to the Declarant in this Section or as a result of any act or failure to act by the Declarant with respect to any proposed Improvement.

ARTICLE VIII

Access

The Villa Association, its officers, employees and agents, contractors, repairmen designated by the Villa Association shall have the right to go on any Lot for the purpose of performing maintenance and repair, making inspections and performing the duties of the Villa Association hereunder, and the Villa Association is hereby granted a specific easement for such purposes.

ARTICLE IX
Insurance

Section 1. Townhome/Villa Owner's All-Risk Insurance. Each Owner shall procure and maintain all-risk coverage insurance of the Owner's Lot and improvements thereon in amounts satisfactory to the Villa Association. Proof of insurance shall be submitted annually to the Villa Association according to the rules and regulations established by the Villa Association.

Section 2. Liability Insurance. The Villa Association shall purchase and provide general liability coverage insurance in such amounts as shall be determined from time to time by the Board of Directors of the Villa Association. The Villa Association may provide liability coverage insurance for the Villa Association's Officers and members of the Board of Directors. In addition, the Villa Association may purchase such additional insurance against other hazards which may be deemed appropriate by the Board of Directors.

Section 3. Annual review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient.

ARTICLE X
General Provisions

Section 1. Enforcement. The Villa Association, 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 hereinafter imposed by the provisions of this Declaration. Failure by the Villa 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.

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

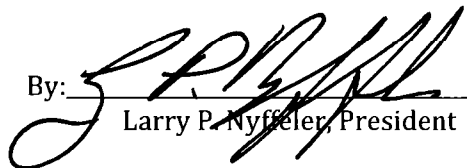
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be changed, altered, modified or otherwise amended during the first twenty (20) year period by the Declarant or its assigns, in its sole and absolute discretion, which shall include but not limited to the right to remove or otherwise detach any Lot or Lots from this Declaration and from the jurisdiction of the Villa Association for the purpose of converting the use of said Lot or Lots to single family residential and, if applicable, including such Lot or Lots in the single family homeowners association created by Declarant. Thereafter, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties by the Declarant, in its sole and absolute discretion or with the consent of two-thirds (2/3) of the members of the Villa Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto executed this document on this 19 day of June, 2017.

DECLARANT:

ROYAL DEVELOPMENT, INC.,
a Nebraska corporation

By: 
Larry P. Nyffeler, President

By: 
John Greguska, Vice President and Secretary

State of Nebraska)
) ss.
County of Douglas)

On this 19 day of June, 2017, before me, a Notary Public in and for said county and state, personally came Larry P. Nyffeler, President, and John Greguska, Vice President and Secretary, of Royal Development, Inc., a Nebraska corporation, known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.




Notary Public