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BRIAN WHITE  
978 NO. 28TH AVE.  
OMAHA, NE 68131

©

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS DECLARATION**, made on the date hereinafter set forth, by **BRIAN AND DEBBIE WHITE**, husband and wife, herein called "Declarant".

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain real property, more particularly described as:

The south 120.6 feet of Lot 4, the south 120.8 feet of Lot 5, the south 121 feet of Lot 6 and the south 121.2 feet of Lot 7, Riverview McGavock addition, as surveyed, platted and recorded in Douglas County, Nebraska.

**WHEREAS**, Declarant desires to create thereon a residential complex consisting of duplex units to be known as "The Dorothy Richards Townhomes;" and

**WHEREAS**, Declarant desires to provide for the preservation of the values and amenities in said complex and for the maintenance of the exterior surfaces of the duplex units within said complex; and, to this end, desires to subject the aforesaid real property to the covenants, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

**NOW, THEREFORE**, Declarant hereby declares that all of the properties described above shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth.

**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, but excluding those having any interest merely as security for the performance of an obligation (mortgagees).

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 3. "Lot" shall mean and refer to all plots of land with the same numerical designation shown upon any recorded subdivision map of the Properties.

Section 4. "Declarant" shall mean and refer to Brian and Debbie White, a husband and wife, their heirs, successors and assigns if such heirs, successors or assigns should at any time acquire the remaining, right, title and interest of Brian and Debbie White in and to the Properties as defined herein.

## **ARTICLE II**

### **USE RESTRICTIONS**

Section 1. All Lots covered by this Declaration shall be known and described as residential lots, and shall be used only as residential lots for duplex units.

Section 2. No noxious or offensive trade or activity shall be carried on upon any Lot covered by this Declaration, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

Section 3. No house trailer, tent, shack, barn or other out-building shall be built, erected or placed upon any Lot covered by this Declaration.

Section 4. No trailer, boat, truck or recreational vehicle may be maintained, stored or kept on any of the Lots covered by this Declaration, unless housed completely within a garage on said Lot.

Section 5. The grounds of each Lot and the duplex unit located thereon shall be maintained in a neat and attractive manner. Care and maintenance of the grounds of each Lot shall be the obligation of the individual Owner.

## **ARTICLE III**

### **MAINTENANCE OF EXTERIOR OF STRUCTURES ON LOTS**

Section 1. The exterior surface of the duplex units on the Properties shall not be painted. The siding on the duplex units shall not be removed, replaced, or covered without the written consent of the adjacent Owners. If the siding is injured or damaged by any cause other than the deliberate or negligent conduct of one of the adjacent Owners and repair or replacement is necessary to prevent damage to both duplex units, the cost of repair or replacement of the siding shall be borne equally by the adjacent Owners. All repairs and replacements to the siding shall be done so that the siding on both adjacent duplex units is uniform in appearance.

Section 2. Except as otherwise provided in this Declaration, the individual Owner shall be responsible for the maintenance, replacement, and repair of all exterior surfaces of the duplex unit within their individual Lot boundary, except that if the roof is injured or damaged by any cause other than the deliberate or negligent conduct of one of the adjacent Owners and repair or replacement is necessary to prevent damage to both duplex units, the cost of repair or replacement of the roof shall be borne equally by the

adjacent Owners. All repairs and replacements to the roof shall be done so that the roof on both adjacent duplex units is uniform in appearance.

## **ARTICLE IV**

### **PARTY WALLS**

Section 1. Each wall which is built as part of the original construction of the duplex units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall.

Section 2. The Owner of each Lot shall have the right to use and enjoy the party wall jointly with the Owner of the adjacent Lot, and each such adjacent Lot shall have the benefit of, and be burdened with, a perpetual easement to the extent that such party wall shall deviate from the vertical by reason of any shifting of the building, or any part thereof.

Section 3. If any such party wall is injured or damaged by any cause other than the deliberate or negligent conduct of either such adjacent Owner, it shall be repaired at the joint expense of such adjacent Owners. The general rules of law regarding damage to party walls due to negligent or willful acts or omission shall apply.

## **ARTICLE V**

### **EASEMENTS**

Section 1. Every Owner shall have a perpetual easement in, upon, through and over the Properties to keep, maintain, use, operate, repair and replace: (a) the duplex unit within said Owner's individual Lot boundary, in its original position, and in every subsequent position to which it may change by reason of the gradual forces of nature; (b) every chimney, cupola, stack or vent, if originally installed by the Declarant; (c) every threshold, screen door, storm window, shutter, hood, awning and all hardware pertaining thereto; and (d) every rain gutter, downspout, roof overhang, and exterior wall light, if originally installed by the Declarant.

Section 2. Every Owner shall have a perpetual easement in the Properties for the subterranean installations, maintenance and repair of any pipe, cable, wire, or other conduit of liquids or energy supplying water, sewerage, telephone, radio, television, electricity, heat, steam, or other similar service to the Lot owned by such Owner.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions and easements now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant, condition 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, conditions or restrictions by judgment or court order shall in no way effect any other provisions of this Declaration, which shall remain in full force and effect.

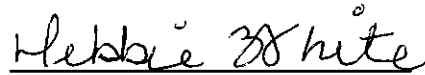
Section 3. Term and Amendment. The covenants, restrictions and easements set forth in this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date of the recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have set their hand this 29<sup>th</sup> day of March 2007.

BRIAN WHITE



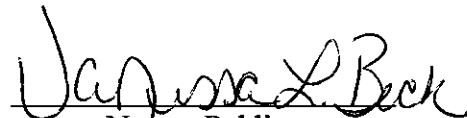
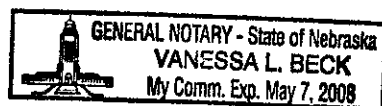
DEBBIE WHITE



STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

Before me, a Notary Public qualified in said county, personally came BRIAN WHITE and DEBBIE WHITE, known to me to be husband and wife and the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on this 29<sup>th</sup> day of March 2007.

  
Notary Public