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*Steven J. Stastny*  
REGISTER OF DEEDS

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**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS  
Steven J. Stastny, Deputy  
1210 GOLDEN GATE DRIVE, STE 1109  
PAPILLION, NE 68046-2895  
402-593-5773

*Tracy Hawkins  
23282 Schram Rd  
Gretna, NE 68028*

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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

This declaration of Covenants, Easements and Restrictions (the "Declaration") is made as of the 28<sup>th</sup> day of January, 2009 by the Hawkins Development Group, L.L.C., its managers and owners Matthew Hawkins and Tracy Hawkins (hereinafter referred to as "Declarant").

**WITNESSETH:**

WHEREAS, the Declarant is the owner of the following legally described real property. To wit:

**LEGAL DESCRIPTION**

Lot 1 Riverview Acres, Being a replat of Lot 1, Schnack Acres located in a part of the Southeast Quarter of the Southwest Quarter of Section 3, Township 13 North, Range 10 East of the Sixth P.M., Sarpy County, Nebraska.

Lot 2 Riverview Acres II, Being a replat of Lot 2, Riverview Acres, located in part of the Southeast Quarter of the Southwest Quarter of Section 3, Township 13 North, Range 10 East of the Sixth P.M., Sarpy County, Nebraska.

Lot 1 Riverview Acres II, Being a replat of Lot 2, Riverview Acres, located in part of the Southeast Quarter of the Southwest Quarter of Section 3, Township 13 North, Range 10 East of the Sixth P.M., Sarpy County, Nebraska.

WHEREAS, Declarant desires to subject the properties to covenants, easements and restrictions hereinafter set forth to provide for the beneficial ownership and convenient use thereof by the present and future owners of such properties.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by all parties, Declarant hereby agrees and declares that the Properties shall be, and the same hereby are, subject to the following covenants, easements and restrictions to-wit:

1. By virtue of the recording of this Declaration, the properties shall be owned, held transferred, sold conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration: and every grantee of any interest in the properties, by acceptance of a deed or other conveyance of such interest, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof.
2. The properties shall be used for single-family residential and related gardening or farming purposes only. Animals may be kept and maintained on the premises for the use, benefit and pleasure of the owner of a property and his or her guests provided they are not kept, bred or maintained for any commercial purpose or in such number as to require licensing or permitting from any governmental authority. For the purposes of this document, the word "animals" is not meant to include such things as fish, birds, hamsters, and other small animals generally kept indoors. The aggregate of all animals permitted on each property shall not exceed ten (10) with no more than three (3) of the total being hoofed animals and no more than three (3) of the total being dogs unless written approval is granted by Declarant. No pigs/hogs of any kind shall be kept on the property. Dog runs, kennels and any animal containment structures shall be allowed only with the written approval of the Declarant. Written plans for such structures with dimensions, drawings and placement on the property must be submitted. If approved, the buildings and pens to contain animals shall comply with the construction requirements within this document. All animals shall be kept on the owner's property and not allowed to wander unaccompanied onto other lots or physically disturb or harm owners of other properties and their guests.
3. Prior to any construction or grading on any property, whether for any initial or subsequent work, the owner of such property must first submit construction plans to the Declarant and secure the Declarant's written approval thereof. Approval of the building design and placement of the improvements on each property shall be the Declarant's absolute and sole discretion, but shall not be withheld arbitrarily. All plans submitted to the Declarant shall include site plans showing location of the residence, other buildings, structures and improvements. The plans shall include at least four (4) exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, drainage plan, and site lines. Any plans submitted to the

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Declarant will not be returned to the owner of the property. Within thirty (30) days after receipt of the plans, Declarant shall notify the owner of the property in writing either of its approval of the plans or disapproval with reasons therefore.

4. Construction on, or improvement to, any property shall be subject to the following restrictions:

(a) No residential structure shall be permitted on any property having square feet of finished living area of less than:

- (i) For a ranch style (one level) or split entry home, the ground floor (or main level) shall contain no less than 1,400 square feet of finished living area;
- (ii) A split level, one and a half (1 ½) story, two story, tri level or other multi level home shall contain not less than 1,750 square feet of finished living area.

The computation of finished living area shall be exclusive of porches, breezeways and garages. Waivers from these requirements may be requested in writing with submission of full plans as stated above. The waiver must then be approved by the owners of each lot or those with pending purchase contracts.

- (b) All residences shall be constructed with a minimum of a two car detached garage.
- (c) Vehicular access to all properties shall be via the common access road. Additional driveways or roads directly accessing either 234<sup>th</sup> street or Capeheart road are not permitted.
- (d) All power, telephone or other service wires for residences or outbuildings shall be buried underground.
- (e) Outdoor pole mounted lighting shall be limited to two (2) lights per property and shall be of a focus and intensity as not to disturb the residents of other properties.
- (f) Mailboxes shall be mounted on the group mailbox stand in a location approved by the local Post Office. All mailboxes shall be of a uniform size, shape and color.
- (g) No fuel tanks on the outside of any house shall be an eyesore to any other property and shall be kept maintained and in good order.
- (h) All 3 properties share a common water well. Repairs to such well shall be the responsibility and shared expense of the owners of such properties.
- (i) No building shall be located on any property nearer than fifty (50) feet from each owner's property line.
- (j) Construction of each dwelling or structure on a property must be completed within one (1) year after excavation for footings. Any barn, garage or outbuilding to be constructed on a property may be constructed at the same time as, or after the construction of the dwelling on the property.
- (k) No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any property at any time, neither temporarily nor permanently.
- (l) No dwelling house or outbuilding constructed at another location may be moved onto or permitted to remain on any property or portion thereof without prior written approval of the Declarant.
- (m) Any barn, animal containment structure or other accessory buildings on a property shall be for useful purpose and shall be constructed of colored metal, brick, wood and/or cedar siding or such other material as may be approved by the Declarant.
- (n) No barn or other accessory building may be smaller in dimension than 10' by 20' unless approved by Declarant. No more than four (4) accessory buildings, garages, outbuildings or animal containment structures may be erected unless approved by Declarant.
- (o) Fences must be constructed using high quality craftsmanship and materials. Chicken wire shall not be used as a fencing

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material except as part of a chicken containment structure.

- (p) Fencing not less than 5' tall shall surround permanent swimming pools, either in or above ground. Any swimming pool must be maintained so as not to create a safety hazard or become a nuisance or deteriorate or look in disrepair.
- (q) No property shall be subdivided to less than the area designated on the original plat which is 3.01 acres.

5. Maintenance of, and activities on, any property shall be subject to the following requirements:

- (a) All structures and any areas where permitted animals are maintained or kept shall be maintained at all times in a clean, neat and orderly manner by the owner of the property. All fencing must be kept in good, workable condition and not allowed to deteriorate or look in disrepair. Each owner shall take all reasonable and necessary steps to insure adequate rodent and pest control on such owner's property.
- (b) Each property owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of his, her or it's property.
- (c) No objectionable, unlawful or offensive trade or activity shall be carried on upon any property; nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood or surrounding properties.
- (d) No property 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 neighborhood or properties. No firearms or guns of any type shall be fired or discharged upon, over or across any property. Low powered, recreational air powered guns are exempt from this restriction.
- (e) All rubbish, trash and garbage shall be removed from the area and shall not be burned by open fire or large incinerator on any lot, or any part thereof, without a burning permit issued by a local approving authority. All trash and garbage shall be contained and enclosed in metal or plastic containers. Such containers must be stored out of site of other properties. Each property owner shall independently contract garbage pickup. No unused building material, junk or rubbish shall be left exposed on any property except during actual building operations, and then only as in neat and inconspicuous a manner as possible.
- (f) No signs (except real estate For Sale signs), or billboards of any type or nature whatsoever shall be placed or constructed or erected on any property.
- (g) No owner of a property shall have collectively more than two (2) automobiles or pickup trucks unenclosed on any property. Unenclosed vehicles must be kept in good workable condition and not allowed to deteriorate or look in disrepair. All other vehicles including trailers, boats, campers, recreational vehicles, tractors, grading or excavating equipment or large trucks (i.e. semi trucks, dump trucks or corn trucks) shall be maintained in an enclosed structure. Exceptions to the above restrictions are allowed for temporary parking of less than two weeks, not to exceed 8 weeks in calendar year.
- (h) Assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage. Exceptions to the above restriction is allowed for temporary repairs lasting no longer than 48 hours consecutively.
- (i) Not less than one (1) ornamental or deciduous shade tree must be planted on each property within one (1) year after completion of the home, and thereafter maintained in good growing condition, and replaced as necessary. Trees may not be planted within utility easement areas established by this declaration or designated on the recorded plat of Riverview Acres. However, shrubs, crops, gardens, hedges or other plants may be permitted within any easement area provided such shrubs, crops, gardens, hedges or other permitted plants do not adversely affect the safety or use of the easement area. See item 7 for definition of utility easement areas. Trees, shrubs, crops, gardens, hedges or other plants may not be planted in any part of the easement extending 60 feet wide parallel to Capeheart Road, beginning at 234<sup>th</sup> street and ending at the westernmost property line.

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(j) Each property owner shall take whatever steps are necessary to control noxious weeds on such owner property. Weeds shall be kept cut to a height of no more than 12 inches with the following exceptions:

1. In the area within 40 feet surrounding the main residential structure and garage, weeds and grass must be kept to a height of no more than 6 inches.
2. In the area within 10 feet of any outbuilding or animal containment structure, weeds and grass must be kept cut to a height of no more than 6 inches.

Property owners are responsible for the trimming of grass and weeds on their property along the common access road and circle leading into Riverview Acres for an area of 20 feet from the edge of the access road.

(k) Each property owner shall be assessed a reasonable fee for maintenance of the Riverview Acres common areas. Such maintenance fee (initially set at \$100.00 per year) shall be used to provide professional snow removal on the common access road when snow is deeper than 4 inches, new road rock as needed (including delivery and spreading), and any other maintenance that becomes necessary to the common areas of Schnack Acres. Such maintenance fee shall be paid within thirty (30) days after receiving notice from the Declarant of the amount due. The Declarant may increase such maintenance fee as necessary. Nothing in this declaration shall prohibit the owners of the properties from agreeing to a greater contribution if they desire more extensive improvements or maintenance. Failure to pay the assessment to Declarant within thirty (30) days from the receipt of notice due shall entitle Declarant to assess a lien against the property for any unpaid assessments. All property owners are responsible for payment of their assessment whether or not they occupy a dwelling on the property.

6. The Declarant is hereby given the legal right to enter upon any vacant or unattended property for the purpose of improving the general appearance, to mow weeds, or for any other purpose should it become necessary under this declaration without being deemed a trespasser; provided, however, that the owner of the property shall pay any reasonable costs and expenses actually incurred on this account upon demand made therefore by Declarant, plus interest thereon at the rate of twelve (12%) percent annually from the date incurred.
7. A perpetual easement is hereby granted to the Omaha Public Power District, Quest corporation 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, cross arms, down guys and anchors, cables, conduits and other related facilities to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and the power for the transmission of signals and sounds of all kinds and the reception thereof, including signals provided by a cable television system and their reception, on, over, through, under and across a sixteen (16) foot wide strip of land abutting all boundary lot lines, a five (5) foot wide strip of land abutting all interior lot lines, and a thirty three (33) foot wide strip of land running within the common access road. No permanent buildings, trees, shrubs, retaining walls or loose rock walls shall be placed in said easement ways, but the same may be used for gardens, landscaping, sidewalks, driveways, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. A perpetual easement has been granted to \_\_\_\_\_, in a 60 foot wide strip parallel to cape heart road beginning at 234<sup>th</sup> street and ending at the western property line for use at any time to access adjoining land to the west of the rear property line.
8. Hawkins Development Group L.L.C., or it's successor or assign, may terminate it's status as Declarant under this declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the owner or owners of each property shall have one (1) vote for each lot owned in all matters appropriately brought before the owners of all the properties. Decisions on such issues must be agreed upon by a clear majority of the property owners two (2) of three (3) votes.
9. If the present or future owners, users or occupants of the lots shall violate or attempt to violate any covenant or restriction contained in this declaration, it shall be lawful for any other person or persons owning any other lot to prosecute proceedings at law or in equity against the person violating or attempting to violate any such covenant or restriction and either prevent him from doing so or recover damages for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herin contained shall in no event be deemed a waiver or the right to do so thereafter.
10. Declarant reserves the sole and exclusive right to amend or modify this declaration in any manner for a period of five (5) years from and after the date of recording this instrument with the Sarpy County Register of Deeds. Thereafter, this

2009-02-008 E


declaration may be amended or rescinded by written instrument, signed, acknowledged and duly filed in the public records by the then owners of one hundred (100%) percent of the properties, or all three properties. The declaration shall be enforceable by the Declarant, or the owner of any lot subject to the reserved rights of Declarant and its successors and assigns, from the date this declaration is recorded through \_\_\_\_\_.

- 11. Invalidation of any provision of this declaration by judgement or court order shall in no way affect any of the other provisions. For a period of five (5) years from and after the date of recording this instrument with the Sarpy County Register of Deeds, the Declarant reserves the exclusive right to modify, alter or waive any provision contained in this Declaration by means of recorded written instrument as to any Property or Properties in cases where the Declarant, in Declarant's sole discretion, deems it necessary or advisable because of circumstances or to prevent hardship.
- 12. The Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions are and shall be deemed covenants running with the Lots and shall insure to the benefit of and be binding on the present owners of the lots and all subsequent owners of the Lots, together and with their respective heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, The Declarant has caused these presents to be executed this day and year first above written.

**DECLARANT:**

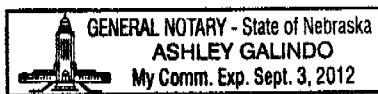
Hawkins Development Group L.L.C.

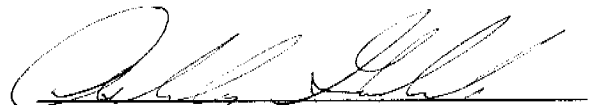
  
 \_\_\_\_\_  
 Matthew Hawkins, Manager

  
 \_\_\_\_\_  
 Tracy Hawkins, President

STATE OF NEBRASKA  
COUNTY OF SARPY

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2009, by Matthew Hawkins and Tracy Hawkins owners of Hawkins Development Group, a Nebraska Limited Liability Corporation on behalf of the Corporation.



  
 \_\_\_\_\_  
 Notary Public