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Shirley Harding
REGISTER OF DEEDS

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF WILLOW SPRINGS
LOTS 141 through 198

THIS DECLARATION, is made on the date hereinafter set forth by MIKE HOGAN DEVELOPMENT, a Nebraska corporation and MICHAEL J. HOGAN, a single person ("Hogan") hereinafter collectively referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the Owner of the following described real property:

Lots 141 through 198, Willow Springs, a Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

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 the Lots and their desirability, attractiveness and residential integrity.

The Declarant will convey the Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These easements, covenants, restrictions and conditions, shall run with the Lots, and shall be binding upon all parties having or acquiring any right, title or interest in the Lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA

1. The Lots are hereby restricted to residential dwellings for single family residential use and structures and uses related to the convenience and enjoyment of such residential use, including but not limited to park and recreational facilities, such as tennis courts and swimming pools, together with schools and churches.

2. The ground floor finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall not be less than the following minimum sizes:

1,050 square feet on the ground floor for any single story ranch type house not having a basement garage.

1,050 square feet on the main floor of any one story house which has a basement garage plan or a split-entry design.

1,000 square feet on the main floor of any one and one-half story house.

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1,600 square feet above the basement level of any two story house.

1,050 square feet (exclusive of basement area) throughout the house in any bi-level, tri-level, or split level house.

3. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets maintained within the dwelling may be kept, provided they are not kept, bred or maintained for any commercial purpose. This provision is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling. Dog runs and dog houses shall only be allowed at the rear of a dwelling and situated so as to be concealed from public view.

4. No advertising signs (except one not more than six square feet "For Rent" or "For Sale" sign per lot), billboard, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. Further, no retail business activities of any kind whatever shall be conducted in any building or in any portion of the Lots. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards or to the construction and maintenance of buildings, if any, of the Declarant, their agents and assigns during the construction and sale period.

5. No exterior television or radio antennas of any sort exceeding a height of seven feet (7') shall be placed, allowed or maintained upon any portion of the Lots.

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

7. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of 48 extended hours shall be permitted outside of garages or on any Lot at any time; nor shall any vehicle offensive to the neighborhood be visibly stored, parked or abandoned in the neighborhood. No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations.

8. No boat, camper, trailer, camper-truck or similar chattel shall be maintained or stored on any Lot or within the Properties other than in an enclosed structure for more than twenty (20) days within any calendar year. This provision shall not apply to trucks or commercial vehicles within the Lots which are necessary for the construction of residential dwellings.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can, container or fuel tank shall be permitted to remain outside of any dwelling, except for pick-up purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cuttings shall be deposited on any street, road or Lot unless placed in a suitable container suitably located.

10. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

11. No fence shall be permitted to extend beyond the front line of a main residential structure. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the abovementioned front building line. No fences or walls shall exceed a height of six (6) feet.

12. Notwithstanding any provisions herein contained to the contrary, it is expressly permissible for a building, during the period of active continuous construction to maintain during the period of construction and sale of such buildings upon such portion of the Lot as such builder may choose such facilities as in the sole opinion of such builder may be reasonably required, convenient or incidental to the construction and sale of said buildings, including, but not limited to, a business office, a storage area, construction yards, signs, model units and sales office.

13. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for such dwelling.

14. No owner, agent, occupant, or person in possession, charge or control of any Lot shall permit, allow or maintain any growth of noxious weeds, grass or worthless vegetation thirty-six (36) inches or more in height, or to litter or cause or allow litter to be deposited thereon.

EASEMENTS AND LICENSES

1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and to Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service under a 5-foot strip of land adjoining the rear and side boundary lines of said lots, and license being granted for the use and benefit of all present and future owners of said lots; provided, however, that said lot line easement is granted upon the specific condition that if both said utility companies fail to construct wires or conduits along any of the said lot lines within thirty-six (36) months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementway, 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.

2. All telephone and electric power service lines from property line to dwelling shall be underground.

NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all the Lots are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed its distribution system and filed notice of such completion ("Five Year Term") then such unimproved Lot shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as

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having commenced if a footing inspection has been requested on the Lot in question by officials of the City of Bellevue or other appropriate governmental authority.

Should such charge be implemented by Northwestern Bell Telephone Company and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) expiration of the Five Year Term, (2) more than ten percent (10%) of the Lots remain unimproved, and (3) each owner of record is sent a written statement for Four Hundred Fifty Dollars (\$450.00) per unimproved Lot owned.

GENERAL PROVISIONS

1. For the purposes of these restrictions, two-story height as hereinbefore mentioned shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s).

2. The Declarant or its assigns or any owner of a Lot named herein shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant 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.

3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of three (3) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy percent (70%) of the Lots covered by this Declaration.

4. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

5. The covenants, easement conditions and other terms set out in this Declaration of Covenants, Conditions and Restrictions of Mike Hogan Development, Lots 141 through 198, shall be subject to the following enforcement:

- a. Mike Hogan Development, Sanitary and Improvement District No. 86 of Sarpy County, Nebraska, and every contract purchaser or owner of any Lot herein described will be entitled at any time or from time to time to institute any equitable or legal proceeding appropriate, convenient or necessary for enforcement as to any of the Lots described herein and to fix a reasonable charge for such action as a lien upon and charge against such Lot in favor of Mike Hogan Development or Sanitary and Improvement District No. 86 or their successors or assigns.
- b. Every grantee, assign thereof or successor thereto will be entitled at any time or from time to time

