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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE WOODS ADDITION
LOTS 1 THROUGH 7, AND OUTLOT A INCLUSIVE

RECEIVED
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GEORGE J. HORNBERG
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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

WITNESSETH:

WHEREAS, Declarant desires to encumber that certain property, which is more particularly described as:

Lots 1 through 7, and Outlot A inclusive, in The Woods, an Addition to the City of Omaha in Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 described 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. "Association" shall mean and refer to The Woods Homeowners Association, Inc., a Nebraska non-profit corporation.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot as defined herein 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 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot is described as follows:

Outlot A in The Woods, an Addition to the City of Omaha in Douglas County, Nebraska.

Section 5. "Lot" shall mean and refer to any plot of land shown upon a recorded subdivision map of the Properties with the exception of the Common Area, and upon which a dwelling unit or units have been built, or which is buildable. If a Lot from the original platting is subdivided or split into additional Lots or parts of Lots capable of containing dwelling units they shall be considered separate Lots for the purpose of this Declaration.

Section 6. "Declarant" shall mean and refer to Woods Development Company, a Nebraska corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to establish rules and regulations and charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer and John H. Markel, Jr. and/or Monnie S. Markel has been recorded, except as otherwise dedicated or reserved herein.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Restrictions. All Lots shall be used only for private dwelling purposes. Household pets within the Properties and Common Area will be subject to regulation, restriction, exclusion and special assessment as may be determined by the

Association from time to time. All garage doors must remain closed at all times except when cars are entering or exiting the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view in a manner approved in writing by the Association. Construction of any outbuilding is prohibited. Private barbecue grills may not be used in the Common Areas, and outside use or storage of barbecue grills will be subject to regulation, restriction or exclusion by the Association. Automobile parking will be subject to regulation and restriction by the Association. Outdoor parking of boats, campers, or recreational vehicles and erection of outdoor radio or TV antennas are prohibited. Any Lot may be converted to Common Area purposes if and when the Association acquires title thereto.

Section 4. Easements and Licenses. The Association and its agents, contractors and designees shall have an easement and license to enter any dwelling or structure on any Lot at all times, but without any obligation, in order to accomplish changes, replacements or repairs to plumbing, sewers, gas lines, water lines, telephone lines, electrical lines, meters, vents and other appliances or utilities in order to maintain service to or prevent injury or damage to any persons or dwellings or property located within the Properties or the Common Area above described. The Association and the Declarant reserve the right to grant such further easements and licenses under, upon or over said Lots as may be necessary or required by utilities furnishing gas, water, telephone, electrical and television or other utility services to said Properties or the Common Area above described. The Properties shall further be subject to existing easements for abutting roadways and right-of-ways.

Outlot A shall be subject to a perpetual, non-exclusive easement for ingress, egress and view for the benefit of the owners of Apartments 14 and 15 in Brook Hollow Condominium Property Regime, and their successors, heirs, assigns, tenants and invitees. Such right of ingress and egress shall not be unreasonably interfered with. This easement shall run with and be binding upon the land. If at any time all or any portion of Outlot A shall be fenced off a gate shall be installed to provide access to the common ground abutting Apartment 15 in Brook Hollow Condominium Property Regime. The easement tract shall be maintained by the Association so that its appearance remains unchanged.

Lots, 1, 2, 3 and 4 shall be burdened by an inundation easement for the purpose of maintaining the existing lakes, upon, over and across the North 25 feet of such Lots, as shown on Exhibit "B" attached hereto.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot as defined herein which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners with the exception of the Declarant and 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 among themselves 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 shall be entitled to three (3) 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 December 31, 1997, or
- (c) The Declarant voluntarily waives its right to Class B voting privileges.

ARTICLE IV

COVENANT FOR MAINTENANCE AND INSURANCE 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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such 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. All subsequent purchasers shall take title subject to said lien and shall be bound to inquire of the Association as to the amount of any unpaid assessments. 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 became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Lots dedicated as Common Areas shall not be subject to assessment and may not vote.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement, maintenance and general liability insurance for the Common Area. The amount of insurance, if any, shall be set by the Association Board.

Section 3. Exterior Maintenance. The Association shall provide maintenance upon the Common Area. Each Owner shall provide, at his own expense, exterior maintenance upon his respective Lot including mowing, fertilizing, watering, planting of trees, shrubs and grass and snow removal on walks and drives. Each Owner of Lots shall be responsible for all maintenance and repair of his dwelling units and he shall not permit waste but instead shall in a timely fashion maintain the exterior appearance of his unit in a clean, uniform, and orderly manner free of discolored or peeling paint or stain. Each Owner shall be responsible for prompt repair of broken glass. Each Owner shall at his own expense, maintain the existing contours of all banks, drainageways and shorelines abutting his Lot and shall not interfere with such contours or water level, except for the maintenance of the same.

The Owners of Lots 5, 6 and 7 shall, with regard to their respective Lots, maintain, repair and replace at their own expense, the trees, shrubs, bushes and rock walls located upon the North thirty feet (30') in the case of Lots 5 and 7 and the North twenty feet (20') in the case of Lot 6, of their respective Lots. No tree, shrub, bush or rock wall located upon said portions of Lots 5, 6 or 7 shall be removed unless it is necessary to replace such object, and replacement of a comparable quality of tree, shrub, bush or rock wall shall be made promptly.

In the event any Owner fails in his maintenance obligations the Association Board, thirty (30) days after written demand, may at its election, perform the maintenance including but not limited to, painting, roofing, staining, repairing glass, maintaining or replacing trees, shrubs, bushes, rock walls, maintaining the existing contours and banks of the lakes, or otherwise, as may be necessary to cause the property to comply with this section. The cost of any Board ordered repair shall become a lien upon the Lot or Lots repaired without further Board action and the Owner(s) shall be personally obligated to reimburse the actual costs incurred. The Association may at its option elect to provide garbage and trash pick-up service, or any other

exterior service, repair or maintenance, and may include the cost thereof in the assessments.

In the event that the need for maintenance or repair to Common Area, or Lots is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject, and such added assessment shall not be subject to the maximum assessment limitations herein contained.

Section 4. Payment of Assessments. The annual assessments shall be payable in 12 equal monthly installments one month in advance on or before the first day of each month; provided, however, the Directors of the Association may establish a different method of payment upon notice to the Owners. Special assessments shall be payable in the manner, amounts and times specified by the Directors.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments and the lien for exterior maintenance authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be delivered either personally or by mail to all members not less than 10 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) 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 at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Rate of Assessment. The total annual assessments shall be levied at an equal rate against each Lot; provided, however, that until January 1, 1990 the maximum annual amount that may be levied against any Lot upon which there is no completed dwelling as of January 1st of that year shall not exceed \$250.00 per year.

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 the Common Area. 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 Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the highest lawful rate, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in proceedings in the nature of a Mechanics Lien foreclosure. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. 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 affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments 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 lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior painting, resurfacing, addition to or change or alteration therein be made until the plans and specifications showing the size, nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Declarant until December 31, 1997, and thereafter by the Board of Directors of the Association. In the event said Declarant or Board fails to approve or disapprove such design and location within thirty (30)

days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The finished above grade floor area of each family dwelling unit shall contain the following minimum living areas: 1,600 square feet for a free standing ranch; 1,600 square feet for any free standing structure containing 1 1/2 stories; and 1,800 square feet for any free standing full two story unit.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant, 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 hereafter imposed by the provisions of this Declaration. Failure by the 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... Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way 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 twenty (20) 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 amended during the first twenty (20) year period by an instrument signed by the Owners of not less than seventy percent (70%) of the Lots and thereafter by an instrument signed by the owners of not less than sixty-six percent (66%) of the Lots; provided, however, that no amendment shall be effective without the approval of John H. Markel, Jr. and Monnie S. Markel so long as either of them shall reside at or own apartment 14 or 15 in Brook Hollow Condominium Property Regime. Any amendment must be recorded.

Section 4. Special Rights of Mortgagees. Any notice required to be given to an Owner must be similarly given to all mortgagees of record covering said Lots 1 through 7 in The Woods to be binding upon them. In addition to the required consents by Owners, it is also required that all such mortgagees of record execute written consents to the dedication, the assessments, the amendments and annexations referred to respectively in Article II, Section 1(c); Article IV, Section 5; and Article VI, Sections 3 and 4 above.

