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2014017514

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THESE DECLARATIONS, made on the date hereinafter set forth by Kingswood Estates, LLC, a Nebraska Corporation, hereinafter referred to as the "Declarant",

Witnesseth:

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

ESTATES(RO)
Lots 1 thru 17 inclusive, Kingswood Heights, a subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded.

All of the above-described property has been zoned R-4 and, therefore, is available for single family detached homes.

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 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.

Declarant has heretofore caused the organization of Kingswood Heights Property Owners Association, Inc. which is a non-profit corporation organized under the laws of the State of Nebraska, formed for the purpose of providing for maintenance, preservation and architectural control of the dwelling amenities and common area within the above-described property.

RETURN: ROBERT DEESSEN

10536 OLD MILL ROAD

OMAHA NE 68154

402-330-8860

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Kingswood Heights Property Owners Association, Inc., its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors elected by a majority vote of the members of the Association, its successors and assigns.

Section 3. "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 of the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Lots 1 through 17, Kingswood Heights, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to Kingswood Estates, LLC, its successors, assigns and legal representatives.

Section 7. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

Section 8. "Improved Lot" shall mean and refer to any lot on the properties upon which shall be erected a dwelling, the construction of which shall be at least 80% complete, according to the plans and specifications for the construction of said dwelling. All other lots, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than 80% complete, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots".

ARTICLE II

HOMEOWNERS ASSOCIATION

Section 1. Membership and Voting Rights

- (1) Every Owner of a Lot 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.
- (2) The Association shall have two (2) 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant or its written assigns and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership.

The Association has the right to suspend the voting rights and right to the use of any recreational facilities by any Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed 60 days for any infraction by any such Owner, or members of such Owner's family, or guests or tenants of such Owner, of the published rules and regulations of the Association.

Section 2. Covenants for Maintenance and Assessments

The Association, its officers, employees and agents, and contractors and repairmen designated by the 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 Association hereunder, and the Association is hereby granted a specific easement for such purposes.

- (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 expresses in such deed, is deemed to covenant and agree to pay to the Association:
 - (a) Annual assessments or charge; and
 - (b) 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 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 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.

- (2) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the maintenance, recreation, health, safety, and welfare of the residents in the Properties.
- (3) Maximum Annual Assessments Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall initially be determined by the Declarant.
 - (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased by not more than the greater of either: (I) five percent (5%); or (II) the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding October over the prior year's October 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 annual assessment may be increased above said percentage (Paragraph (a) above) by a vote of two-thirds (2/3) of members who are voting or 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.
- (4) Notice and Quorum for Any Action Authorized: Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) 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 sixty (60) days following the preceding meeting.
- (5) Uniform Rate of Assessment. Both annual and special assessments, with respect to all improved Lots, shall be uniform in amount. Said assessments may be collected on a monthly, quarterly, or annual basis, as approved by the Board of Directors.

- (6) Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots the first day of each month following the conveyance of Lot to the original homeowner. Lots owned by declarant shall not be subject to any assessments. 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. 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 assessments against a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

- (7) Effect of Non-Payment 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 twelve percent (12%) per annum. Should any assessment remain unpaid more than sixty (60) days after the due date, the Association may declare the entire unpaid portion of said assessment for said year to be immediately due and payable and thereafter delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien 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 for any reason, including abandonment of such Owner's Lot.

- (8) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. 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 assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or any assessments thereafter becoming due or from the lien thereof.

- (9) Insurance.

(a) Owner's All-Risk Insurance Each Owner shall procure and maintain all-risk coverage insurance for the owner's Lot and improvements thereon in amounts satisfactory to the Association. Proof of insurance shall be submitted annually to the Association according to the rules and regulations established by the Association.

(b) Liability Insurance The 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 Association. The Association may provide liability coverage insurance for the Association's Officers, and members of the Board of Directors. In addition, the Association may purchase such additional insurance against other hazards which may be deemed appropriate by the Board of Directors.

- (c) 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.
- (d) Each Lot Owner may obtain additional insurance for such Lot Owner's own benefit and at such Lot Owner's own expense.

Section 3. Exterior Maintenance

The Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: snow removal, lawn service, library access sidewalk maintenance, and east and south side fence maintenance and other exterior improvements that the Board from time to time determines to be appropriate.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of the family, guests, or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Exterior maintenance shall not include any repairs or maintenance of sanitary sewer, water, gas or electrical lines on Owner's Lot, painting of exterior wood and metal building surfaces, roof repair or replacement, repair or maintenance of gutters, down spouts, sprinkler systems, garbage pickup, or any damage to property of any kind normally covered by homeowners insurance policies with extended coverage including, but not limited to, such items as glass, garage doors, entrance doors, and Owner's personal property. All exterior maintenance that is not the responsibility of the Association shall be the responsibility of each Owner.

Assessments levied against each Lot may be assessed for, but not limited to, the following:

- (a) Maintenance, including mowing, fertilizing and trimming, of trees and shrubs, lawns, and other exterior landscaping or other improvements as originally installed by the builder, except such improvements as may have been installed by or at the direction of an Owner, which improvements shall be the responsibility of the owner. The Owner is responsible for replacement of all dead landscaping improvements after the one year warranty period expires and the owner agrees to allow the Association to replace such dead landscape improvements at the expense of the Owner at the time of replacement and the Owner shall reimburse the Association on demand.
- (b) Operation and maintenance of an underground watering system on each Lot, except that it shall remain the Owner's sole responsibility to provide water to such watering system and not interfere with the Association's operation and maintenance of such watering system. If any Owner interferes with such watering system, the Association's cost resulting from such interference may be assessed against such Owner's Lot. Owner shall remain liable for any damage caused to such system by any act of omission of such Owner or Owner's invitee, licensee or guest;

- (c) Providing trash pickup service for each Lot;
- (d) Providing snow removal for driveways, front sidewalks, front stoops and front steps for each Lot;
- (e) Maintaining any mailboxes upon the Properties;
- (f) Maintaining any Outlots in the Kingswood Heights community if owned or controlled by the Association;

No repair, replacement, maintenance, or other work ordered or otherwise requested by anyone other than the Association by and through its designated officers or property manager shall be the responsibility of the Association. Any repair, replacement, maintenance, or other work requested by any Owner shall be the sole responsibility of such Owner, whether or not such maintenance or other work shall relate to any responsibility of the Association.

ARTICLE III

Section 1. Architectural Control

- (1) Before the construction of the original structure on each Lot, no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, hereinafter referred to as "Committee" composed of three (3) or more representatives appointed by the Board. In the event the Board, or the Committee 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.
- (2) After the construction of the original structure on each Lot, no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board and/or the Committee.
- (3) Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvements may be required of the applicant at the discretion of the Board and/or Committee. Each applicant shall submit to the Board and/or Committee the following documents, materials, and/or drawings:
 - (a) Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks; and
 - (b) Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas on each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials. **Vinyl siding will not be allowed.**

Section 2. Restrictions for Residential Units

- (1) Residences built on Lots shall comply with the following minimum size requirements:
 - (a) Each one story Villa Residence shall contain no less than 1,400 square feet of living area above the ground level, exclusive of basement (if any) and garage area.

- (2) Other residence styles not described above in this Section, will be permitted only if approved by the Board and/or Committee and shall not be approved unless they are compatible with other residences to be built on the Property in the opinion of the Board and/or Committee in its sole and absolute discretion.
- (3) All residences shall, as a minimum, have attached, enclosed, side-by-side, two car garages which must contain a minimum area of 400 square feet built at approximately the main level of the residence. Other or additional garages may be permitted at the discretion of the Board and/or Committee.
- (4) For the purposes of these restrictions, two-story height shall (when the basement wall is exposed above finished grade), be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Living Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages, or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.
- (5) All buildings shall be located at least twenty-five feet (25') from the front and rear lot lines, and a minimum of Fifteen feet from the rear property line. All buildings shall have at least five foot (5') side yards. On corner Lots, either street side may be designated by the owner/builder as the front, and either non-street side as the rear. The minimum setback requirement for the non-front street exposure is fifteen feet (15') from the property line. For purposes of this restriction, eaves, open patios, and steps shall not be considered part of the building. The above provisions parallel the present zoning requirements of the City of Omaha for the Lots. In the event that the zoning requirements for a Lot or Lots are subsequently changed by The City of Omaha to be less restrictive than the present requirements, or in the event a waiver or variance of some of the requirements for a Lot or Lots is granted by the appropriate authority, the Board and/or Committee shall have the right and authority, but not the obligation, to grant in whole or in part the relaxation of requirements allowed by the zoning changes, waiver or variance, all in the sole and absolute discretion of the Board and/or Committee.
- (6) Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone. Exposed portions of the foundation on the sides or rear shall be painted.
- (7) In the event that a fireplace is constructed as a part of a dwelling on any Lot and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the front of the dwelling, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the wall of the side or rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. Direct vent fireplaces shall be allowed and provided the fireplace and/or the enclosure for the fireplace is constructed in such a manner so as

not to protrude beyond the outer perimeter of the wall of the dwelling so that only the vent extends through the outer wall of the house, no additional brick shall be required. If more than one fireplace is planned, all shall comply with the above requirements. The part of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted, and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

- (8) No fence(s) may be built forward of the rear-most wall at each side (corner) of the rear of the dwelling. Fences shall be constructed only of vinyl, decorative iron, brick or stone and are subject to the approval of the Board and/or Committee. Temporary or permanent barbed wire, electrified, wood and/or snow fences are strictly prohibited. Privacy fences for patio(s) and/or deck(s) may be approved by the Committee. Such plans shall be submitted to the committee for approval prior to construction.
- (9) No structure of a temporary character, trailer, basement, tent, shack, barn, or other out building shall be erected on any of said Lots, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwelling or log houses shall be constructed or erected on any of said Lots. No dwelling shall be moved from outside of the Properties onto any of said Lots.
- (10) No flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with roofing materials which have the approval of the Board and/or Committee in its sole and absolute discretion. **Heritage 30 year asphalt shingles of weathered wood color are accepted.**
- (11) Public sidewalks are the responsibility of, and shall be constructed by, the the Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the governing public domain and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.
- (12) The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. The plan, called "the Post Construction Management Plan" is on file in the City of Omaha Public Works Department. No building shall be placed, nor any lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

ARTICLE V

GENERAL RESTRICTIONS

Section 1. Awnings No awnings or sun screens of any type shall be affixed to any building or structure within the properties without the written consent of the Board.

Section 2. Building or Uses Other Than for Residential Purposes No building or structure of any sort may ever be placed, erected, or used for business, professions, trade, or commercial purposes on any of the property within the Properties. Provided, however, the prohibition shall not apply to any of the following:

- (a) Any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public services to the Properties;
or
- (b) Any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office, or by the Association, for its offices.

Section 3. Fences, etc. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed, or maintained on or about any building site within the Properties, except such fences or enclosures as may be authorized by Article IV, Section 2 (8) of this Declaration or as may be authorized by the Board and/or Committee. No truck, trailer, boat, motor home, camper equipment, or machinery or cars not in daily use ever be parked, located, or otherwise maintained on any Properties. Automobiles shall be parked only in designated parking areas as published by the Association in its Rules and Regulations.

No machinery or equipment of any kind shall be placed, operated, or maintained upon the Properties, except such machinery or equipment as is usual and customary in connection with the Declarant's sales, marketing, maintenance or construction of buildings, improvements or structures which are within the permitted uses of such Property, and except that which Declarant or the Association may require or permit for the operation and maintenance of the Common Area.

The Association is expressly authorized to tow away, at an offending owner's expense, any vehicle referred to in this Section which is in violation hereof or in violation of the rules and regulations governing parking as may be adopted by the Board of Directors.

Television and radio antennas and satellite dish installations must be approved by the Architectural Committee of the Homeowners Association. No solar collecting panels or equipment, no wind generating power equipment shall be allowed on the Lots. No outside clothes lines or other outside facilities for drying or airing clothes shall be erected, placed, or maintained on any of the Lots. Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling. Detached accessory buildings are not permitted.

All exterior lighting shall be so installed and maintained so as not to unreasonably disturb adjoining Units or adjacent Lot owners.

Except for approved chemical temporary toilets to be used only during construction, no outdoor toilets may be constructed or maintained on any Lots.

Section 4. Livestock and Poultry Prohibited No animals, livestock or poultry of any kind shall be raised or kept on any building site in the Properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio areas and provisions made that they are kept confined to the Lot of their Owner and are not permitted to run loose outside the Lot of the Owner. No such pet will be kept, bred, or maintained for commercial purposes.

Section 5. Noxious Activity No noxious or offensive activity shall be carried on the Properties, nor shall any trash, ashes or other refuse be thrown, placed, dumped upon any vacant building site, nor shall anything ever be done which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 6. Other than as carried on by the Declarant or his assigns, agents or successors, 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 Association, shall any "For Sale" or "For Rent" 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 residential use and no trade or business of any kind other than as set forth hereinabove may be conducted in or from a Lot.

Section 7. Outbuildings Prohibited No outbuildings or other attached or unattached structures appurtenant to a residence may be erected on any of the building sites hereby restricted. This includes, but is not limited to, dog houses or dog runs.

Section 8. Temporary Structure No trailer, basement, tent, shack, garage, barn, or other outbuilding may be used at any time as a residence; provided, however, nothing contained herein shall restrict Declarant or its assigns from locating, constructing, or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of the construction and sale of the Properties. Declarant or its assigns may also erect and maintain model homes for sales purposes and rental and lease purposes of selling, renting, or leasing the Properties.

Section 9. All garage doors must remain closed at all times, except when cars are entering or exiting from the garage space and except when the occupant is present. Private barbeque grills will be subject to regulation, restriction, or exclusion by the Association. No garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use except water hoses and reels. Automobile parking will be subject to regulation and restriction by The Association.

The Association shall have the right to require all owners to place trash and garbage in containers located in areas as may be designated by the Association. 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 or screened from view of any public street and/or sidewalk except for one day per week specifically for garbage and/or trash collection by a professional garbage and/or trash hauler.

Section 10. No automobile or vehicle repair will be permitted outside of garages on any Lot at any time. No automobiles in a state of disrepair shall be kept on the premises of any Lot or be permitted to park on the streets for a period in excess of three (3) days.

Section 11. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

Section 12. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation or footings were dug for said dwelling.

Section 13. Small vegetable gardens and rock gardens shall be permitted only if approved by the Board and/or Committee.

Section 14. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Board and/or Committee.

Section 15. All driveways, sidewalks, and stoops shall be constructed of concrete or brick. No salt or de-icing material shall be utilized, at any time, on any driveway, sidewalk, stop, or step within the Properties.

Section 16. The front, side, and rear yards of all Lots shall be sodded, and one (1) tree, not less than one (1) caliper inch in diameter, shall be planted in the first year of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the Lot line. All yards shall be sodded and the trees planted within one (1) year from the date that construction for the residence on the Lot was initiated.

ARTICLE VII

EASEMENTS AND LICENSES

Section 1. A perpetual license and easement is hereby reserved in favor of and granted to the CenturyLink Telephone Company, Cox Cable Co., 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, television, and communications services on, over, through, under, and across a sixteen foot (16') wide strip of land adjoining the rear boundary Lot lines, and a five foot (5') wide strip of land adjoining the side boundary lines of all Lots. Said licenses being granted for the use and benefit of all present and future owners of said Lots, PROVIDED, however, that said easements are granted upon the specific condition that if both said utility companies fail to construct wire 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 being replaced within sixty (60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed on perpetual easementways, 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.

Section 2. All telephone, cable television, and electric power lines from property line to dwelling shall be underground.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement The 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 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 Invalidation 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 20 years from the date this Declaration is recorded, after which time they may be extended for successive 20-year periods by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment or extension must be recorded with the Register of Deeds in and for Douglas County, Nebraska.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the date(s) shown.

DECLARANT:

KINGSWOOD ESTATES, LLC
a Nebraska Limited Partnership

Date: Mar 9, 2014

By: [Signature]
Robert E. Dreessen, Member

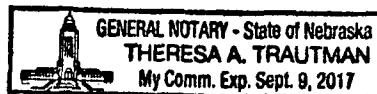
Date: Mar 9, 2014

By: [Signature]
Gloria D. Baran, Member

STATE OF NEBRASKA)
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 9th day of March, 2014, by Robert E. Dreessen.

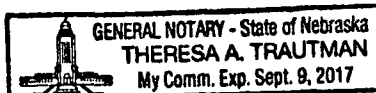
[Signature]
Notary Public



STATE OF NEBRASKA)
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 9th day of March, 2014, by Gloria D. Baran.

[Signature]
Notary Public



TD2 File No. 1716-102.31