

93-28021

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CINNAMON ACRES REPLAT

This declaration made on the date hereinafter set forth by Hawk, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant desires to encumber the following described real estate:

Lots One (1) through thirty-seven (37), Cinnamon Acres Replat, a subdivision platted and recorded in Sarpy County, Nebraska, (formerly known as Lots (47) through (61), Cinnamon Acres, a subdivision platted and recorded in Sarpy County, Nebraska).

The 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.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. These covenants may not be modified, altered or waived without the written approval of the owners of at least 75% of the lots in the said subdivision.

A. Said lots shall be used only for single family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned or its assigns for recreational, public, church, educational or charitable use. Prior to any construction or grading on residential lots, the owner must first submit construction plans for all buildings to be erected to the architectural committee appointed by the undersigned, and secure its written approval thereof.

The architectural committee is a governing and advisory body comprised of members of the Homeowner's Association formed to ensure the covenants are enforced to protect all members of the Homeowner's Association.

Plans shall include a site plan showing the location where each building is to be erected. Said plans shall include at least four (4) exterior elevations, exterior material, floor plan, foundation plan, plot plan, and landscape plan. Exterior colors of homes shall be of earth tone hues and be harmonious and compatible with the subdivision. In the event owner contemplates construction of a fence, pool, tennis court, natural garden, etc., such plans shall include the type of material to be used and the location thereof. Plans will not be returned to the owner. Within thirty (30) days

of receipt of said plans, the architectural committee shall either notify the owner in writing of its approval of plans or disapproval with reasons therefore, but if the undersigned shall fail to send either notice within the thirty (30) day period, then such plans shall be deemed approved.

1. Garages - Each residence shall include an enclosed, attached two car garage.
2. Wiring - All power and telephone service wires shall be buried underground.
3. Drives - Driveways shall be portland concrete or asphalt from the public roadway to the garage.
4. Satellite Dishes - Are allowed, but must be approved by the architectural committee as to the size (8 ft. or under), and location (no satellite dishes shall be located on the front or side of the house, and no closer than the back line of the house, and may be located twenty (20) feet from the side or rear lot lines). Microwave or radio towers, or antennas of any kind are not allowed.
5. Swimming Pools and Tennis Courts - Are allowed, but must be approved by the architectural committee as to the size (up to 20' x 40') and location (no swimming pool shall be located on the front or side of the house, and no closer than the back line of the house, and must be located thirty (30) feet from the side or rear lot lines).

B. The minimum dwelling size for Lots one (1) through thirty-seven (37) in Cinnamon Acres Replat are as follows:

1. For a ranch style (one level) or split entry home, the ground floor (or main level) shall contain not less than 2,000 square feet of finished living area.
2. A split-level shall contain not less than 2,000 square feet of finished living area, and a tri-level, or multilevel home, the top 3 levels shall contain a total of not less than 2,400 square feet of finished living area.
3. For a 1 1/2-story or 2-story home, the total finished living area for first and second floor shall contain not less than 2,500 square feet.

The computation of living area shall be exclusive of porches, breezeways and garages.

The maximum height for any building shall be 2 1/2 stories.

All concrete or cement block foundations, exposed to a street must be faced with brick or stone, or other materials approved by the architectural committee. All other foundation areas must be

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painted, and must be compatible and harmonious with the house.

Types of roofing material that may be used on houses include tile, wood, asphalt, fiberglass, and wood fiber (Masonite's Woodruff) and shall conform to the overall architectural design and color of the house. Roofing material not to be used include metal, plastic, or rolled roofing.

All houses must face the street unless approved otherwise by the architectural review committee.

The house must be started within thirty-six (36) months after closing date on the lot, and must be completed within twelve (12) months from the start of building. To prevent speculative paper transfer of ownership to avoid the 36 month building requirement, the Declarant reserves the right of first refusal to purchase the lot at market price.

C. The owner of each lot shall be responsible for the upkeep and maintenance of said lot prior to and after building completion. Should the owner of the lot not keep the area clear of debris and mowed prior to building completion, the original owners (Hawk, Inc. or assigns) shall mow and maintain the lot at the rate of \$30.00 per hour. The total charge not to exceed \$300.00 per year. The owner shall take whatever steps are necessary to control noxious weeds on his property and shall maintain necessary ground cover in order to prevent erosion.

D. All accessory buildings shall conform to the overall architectural design and color of the main house, cannot exceed the size of the house, and be harmonious and compatible with the subdivision, and shall be of wood and/or metal construction. This allows metal accessory buildings, and any such building shall be constructed only with material for roof and/or siding that has factory applied paint. Unpainted metal roofs or siding are prohibited. Quonset huts are prohibited. Open lean-tos are prohibited. Blueprints, plot plan, building materials and color of any accessory building must be approved in writing prior to commencement of construction, by the architectural committee. The residence must be constructed prior to the erection of any outbuildings. Outbuildings must be completed within a period of six (6) months after start of construction.

E. Not less than 5 ornamental or deciduous shade trees must be planted on each lot in front of the front building line of any residence within 1 year after excavation for footings and thereafter maintained in good growing condition and replaced as necessary. Existing trees on lots cannot be removed without written permission from the architectural committee.

F. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use and maintenance of any street or walk or the unobstructed

view at street intersections sufficient for the safety of pedestrians and vehicles. The owner shall take whatever steps are necessary to control noxious weeds on his real estate. Ground cover shall be maintained on all lots in order to prevent erosion. On each lot from the house to the front lot line grass must be planted and maintained as lawn only. Any and all dead trees and shrubbery must be removed at the owner's expense.

G. No trailer, basement, tent, shack, garage, barn or other out building erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence and before any building shall be occupied as a residence, the entire building shall be occupied as a residence, the entire building must be substantially completed and the exterior must be fully completed.

H. All trailers, campers, boats, farm or business trucks, tractors, equipment or machinery, and other recreational or commercial vehicles shall be parked or stored in a garage or an out building. No semis, farm or commercial vehicles shall be permitted to be parked in driveways or on the public streets.

I. None of the land 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 property. All rubbish, trash and garbage shall be removed from the subdivision and shall not be allowed to accumulate thereon, and shall not be burned by open fire, incinerator, or otherwise on the subdivision on any part thereof.

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

K. No wire, barbed wire, snow fence, or stockade fence of any type shall be permitted, however, decorative fencing not over 4' high, such as split-rail type fencing shall be permitted. Chain link fencing will be allowed behind the back line of the residence. Privacy and safety fencing for swimming pool must be submitted and approved by the architectural committee.

L. Only cats or dogs may be kept provided that they are not raised, bred or maintained for any commercial purpose, and comply with Sarpy County regulations, and Sarpy County leash law.

M. No building or part of a building, residence, or accessory building shall be located on any lot nearer than seventy (70) feet to the front lot line, thirty (30) feet to a side lot line, and one hundred (100) feet to the rear lot line. Any lot that cannot accommodate the minimum front and back setbacks can apply for a variance when the plans and plot plans are submitted to the

architectural committee.

N. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and poles with the necessary supports, sustaining wires, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, and upon a five (5) foot strip of land adjoining the side boundary lines of said lots in said Subdivision, a sixteen (16) foot strip of land adjoining the rear boundary lines and a ten (10) foot strip adjoining the front; said license being granted for the use and benefit of all present and future owners of lots in said Subdivision; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement-ways.

O. Public notice is given hereby that the roads in Cinnamon Acres Replat are dedicated streets, and will be privately maintained. Property owners in said subdivision shall share the cost of such maintenance as may be necessary by participation in a Homeowner's Association established for that purpose. Such maintenance costs shall be paid by property owners in this manner.

P. No lot shall be reduced from its original size unless approved by a 75% majority of lot owners, and the architectural review committee.

Q. The following prohibitions shall be observed on all lots:

1. No dwelling constructed on another Addition or location shall be moved to any lot within this subdivision.
2. No fuel tanks are allowed in this subdivision.
3. No garage, storage building, animal shelter or any other out building shall be erected on any lot before the residence is constructed thereon.
4. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage.
5. No signs (with the exception of "for sale" signs) or billboards of any type or nature whatsoever shall be placed on or constructed or erected on any lot or portion thereof without the prior written approval of the undersigned.

- 6. Discharging any firearms which propel a projectile across or into any public place, or a pond, into, or over any land in the subdivision is prohibited. Discharging any device which propels a projectile across or into any public place or in the private property of another person is prohibited.

A firearm is any device which releases a projectile by means of an explosive charge.

GENERAL PROVISIONS:

- 1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended successive periods of ten years, unless any instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 2. For a period of five (5) years from the date of the recording of this agreement, no building shall be erected, constructed, altered, placed or permitted to remain on any lot in said subdivision herein described until the plans and specifications have been approved in writing by Hawk, Inc. or assigns.
- 3. Enforcement shall be proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
- 4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 5. Establishment of Cinnamon Acres Homeowners Association. The terms and conditions of Exhibit 1, attached, are incorporated herein, and shall become a part of these covenants, and each lot owner shall be a member of the Cinnamon Acres Homeowners Association.

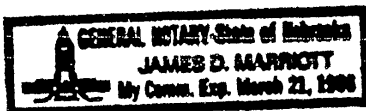
Donald Joe Ruhaak

 Donald Joe Ruhaak, President, Hawk, Inc.

STATE OF NEBRASKA)
) SS.
 COUNTY OF SARPY)

ON THIS 27th DAY OF OCTOBER, 1993, before me a Notary Public duly commissioned and qualified in said County, personally came DONALD JOE RUHAAK, President of Hawk, Inc., a corporation, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



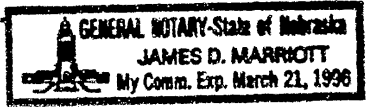
James D. Marnett

 Notary Public

John Winter
John Winter
Chris Winter
Chris Winter

STATE OF NEBRASKA)
) ss.
COUNTY OF)

On this 25th day of OCTOBER, 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came JOHN CHRIS WINTER, to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Declaration of Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.



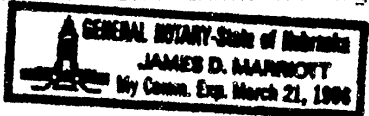
James D. Marriott
Notary Public

A. Petersen
Al Petersen

Carol Petersen
Carol Petersen

STATE OF NEBRASKA)
) ss.
COUNTY OF)

On this 29th day of OCTOBER, 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came AL CAROL PETERSEN, to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Declaration of Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.



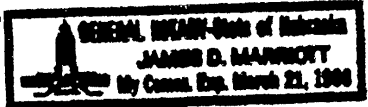
James D. Marriott
Notary Public

Rick E. Gilman
Rick Gilman

Nancy Gilman
Nancy Gilman

STATE OF NEBRASKA)
) ss.
COUNTY OF)

On this 1st day of NOVEMBER, 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came RICK, NANCY GILMAN, to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Declaration of Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.



James D. Marriott
Notary Public

GENERAL NOTARY-State of Nebraska
HENRY KAMMANDEL JR.
My Comm. Exp. May 27, 1995

Henry Kammandel Jr.

Filiberto Peralta
Filiberto Peralta

Gloria Peralta
Gloria Peralta

GENERAL NOTARY-State of Nebraska
J. SCOTT ALLEN
My Comm. Exp. May 7, 1995

STATE OF NEBRASKA)
) ss.
COUNTY OF)

On this 4th day of November, 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came FILIBERTO, GLORIA PERALTA, to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Declaration of Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.

GENERAL NOTARY-State of Nebraska
JAMES D. MARRIOTT
My Comm. Exp. March 21, 1996

J. Scott Allen
James D. Marriott
Notary Public

David D. Orrell
David D. Orrell

Carla A. Orrell
Carla A. Orrell

STATE OF NEBRASKA)
) ss.
COUNTY OF)

On this 17th day of OCTOBER, 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came DAVID, CARLA ORRELL, to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Declaration of Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.

GENERAL NOTARY-State of Nebraska
JAMES D. MARRIOTT
My Comm. Exp. March 21, 1996

James D. Marriott
Notary Public

Kevin S. Kennedy
Kevin S. Kennedy

Lisa M. Kennedy
Lisa M. Kennedy

STATE OF NEBRASKA)
) ss.
COUNTY OF)

On this 17th day of OCTOBER, 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came KEVIN, LISA KENNEDY, to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Declaration of Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.

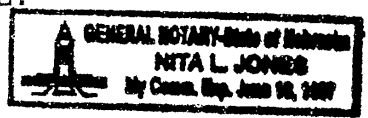
GENERAL NOTARY-State of Nebraska
JAMES D. MARRIOTT
My Comm. Exp. March 21, 1996

James D. Marriott
Notary Public

Pat Lichter
Pat Lichter

STATE OF NEBRASKA)
) ss.
COUNTY OF)

On this 22nd day of Oct., 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came PAT LICHTER, to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Declaration of Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.

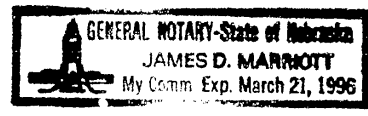


Rita L. Jones
Notary Public
Scott Karstens

Scott Karstens
Scott Karstens

STATE OF NEBRASKA)
) ss.
COUNTY OF)

On this 30th day of OCTOBER, 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came SCOTT KARSTENS, to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Declaration of Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.



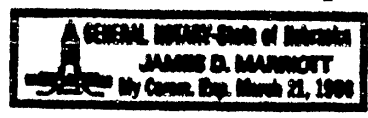
James D. Marriott
Notary Public

William H. Talbott
William H. Talbott

Doris J. Talbott
Doris J. Talbott

STATE OF NEBRASKA)
) ss.
COUNTY OF)

On this 29th day of October., 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came BILL DORIS TALBOTT, to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Declaration of Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.



James D. Marriott
Notary Public

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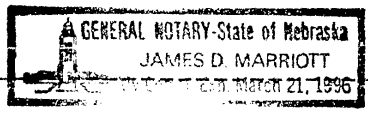
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[Signature]
 Whit Smith, President
 Whit Smith Construction, Inc.

Carol A. Davis
 REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.
 COUNTY OF)

On this 17th day of OCTOBER, 1993, before me a Notary Public duly commissioned and qualified in said County, personally came Whit Smith, President of Whit Smith Construction, Inc., a corporation, to be known to be the identical person whose name is subscribed to the above and foregoing Declaration of Covenants, and he acknowledged the execution thereof to be his voluntary act and deed.

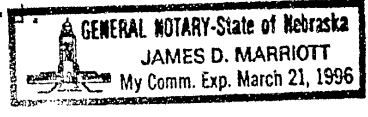


James D. Marriott
 Notary Public

Mark D. Omar
 Mark D. Omar
Kristi Omar
 Kristi Omar

STATE OF NEBRASKA)
) ss.
 COUNTY OF)

On this 17th day of OCTOBER, 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came MARIE, KRISTI OMAR, to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Declaration of Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.

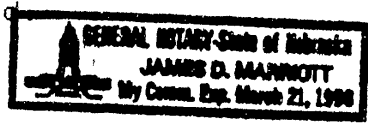


James D. Marriott
 Notary Public

Ricky R. Noonan
 Ricky R. Noonan
Kristi A. Noonan
 Kristi A. Noonan

STATE OF NEBRASKA)
) ss.
 COUNTY OF)

On this 15th day of NOVEMBER, 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came RICKY, ANUSKY NOONAN, to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Declaration of Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.



James D. Marriott
 Notary Public