

95-02137

FILED SARP1 CO. NE  
INSTRUMENT NUMBER  
95-002137

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*Rose J. Paul Davis*  
REGISTER OF DEEDS

County S WP  
Verify \_\_\_\_\_  
D.E. NY  
Proof \_\_\_\_\_  
Film \_\_\_\_\_  
Mall \_\_\_\_\_  
Fee # 271.00  
Ck  Cash  Chg \_\_\_\_\_

AMENDED AND RESTATED  
DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF CINNAMON ACRES, CINNAMON ACRES REPLAT, AND  
CINNAMON ACRES REPLAT II,  
SUBDIVISIONS IN SARPY COUNTY, NEBRASKA

JANUARY 28, 1995

COE 137

95-02137A

January 28, 1995

AMENDED AND RESTATED  
DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF CINNAMON ACRES, CINNAMON ACRES REPLAT, AND  
CINNAMON ACRES REPLAT II, SUBDIVISIONS  
IN SARPY COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by at least 75% of the owners of residential lots in the Cinnamon Acres Subdivision, 75% of owners of residential lots in the Cinnamon Acres Replat Subdivision, and 75% of owners of residential lots in the Cinnamon Acres Replat II Subdivision, hereinafter collectively referred to as the "Declarant."

PRELIMINARY STATEMENT

The Declarant is the owner of 75% of the residential lots located within Sarpy County, Nebraska and described as follows:

Lots 5-7, 8A, 8B, 9-23, 24A, 24B, 28-41, 44, & 45 of Cinnamon Acres, and

Lots 1-37 of Cinnamon Acres Replat, and

Lots 1-5 of Cinnamon Acres Replat II.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to (i) provide for the preservation of the values and amenities, (ii) for the maintenance of the character and residential integrity, (iii) and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Cinnamon Acres, Cinnamon Acres Replat, and Cinnamon Acres Replat II.

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

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any part thereof, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

ARTICLES I.  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a park, or for other non-profit use.
2. No residence, accessory building, fence, wall, driveway, patio, patio enclosure, swimming pool, basketball backboards, dog house, tree house, pool house, antenna satellite receiving station or "disc", flag pole, solar heating or cooling device, tool shed, wind mill or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Cinnamon Acres Architectural Review Committee as follows:

A. An owner desiring to erect an Improvement shall deliver one set of construction plans, landscaping plans and plot plans to the Cinnamon Acres Architectural Committee (herein collectively referred to as the "plans"). The construction plans shall include at least four (4) exterior elevations, floor plan, foundation plan, and square footage. Such plans shall include a description type, color and use of materials proposed for the exterior of such Improvement. Landscaping plans need not be submitted with the the construction and plot plans, but must be submitted prior to landscaping improvements. Concurrent with submission of the plans, Owner shall notify the the Cinnamon Acres Architectural Committee of the Owner's mailing address.

B. The Cinnamon Acres Architectural Review Committee shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by the Cinnamon Acres Architectural Review Committee. In this regard, the Cinnamon Acres Architectural Review Committee intends that the Lots shall be developed residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Cinnamon Acres Architectural Review Committee to promote development of the Lots and to protect the values,

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character and residential quality of all Lots. If the Cinnamon Acres Architectural Review Committee determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Cinnamon Acres Architectural Review Committee may refuse approval of the proposed Improvement.

C. Written Notice of any approval or disapproval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed approximately thirty (30) days after the date of submission of the plans.

D. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Cinnamon Acres Architectural Review Committee, or to control, direct or influence the acts of the Cinnamon Acres Architectural Review Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Cinnamon Acres Architectural Review Committee by virtue of the authority granted to Cinnamon Acres Architectural Review Committee in this Section, or as a result of any act or failure to act by the Cinnamon Acres Architectural Review Committee with respect to any proposed Improvement.

E. All accessory buildings shall be harmonious and compatible with the subdivision. The size of any accessory building shall not exceed 1,800 square feet except for a metal building which shall be limited to the size of a single car garage (300 square feet maximum). Metal buildings shall be constructed of roofing and siding that has factory applied paint. The construction of the residence must be started prior to the erection of any outbuildings. Blueprints, plot plan, and material lists must be submitted to the architectural committee for review, and written approval by the architectural committee must be granted prior to the commencement of any construction. The use of any accessory building shall be "personal" in nature and not related to an commercial activity, and must comply with any local, county, or city jurisdiction. Outbuildings must be completed within a period of six (6) months after start of construction.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height excluding basement. All houses must face the street unless approved otherwise by the Cinnamon Acres Architectural Review Committee. The

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computation of living area shall be exclusive of porches, breezeways, and garages. The minimum dwelling size shall be as follows:

- A. For a ranch style (one level) or split-entry home, the ground floor (or main level) shall contain not less than 2000 square feet of finished living area.
- B. A split-level shall contain not less than 2000 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 2400 square feet of finished living area.
- C. For a 1 1/2 or 2 story home the total finished living area for 1st and 2nd floor shall contain not less than 2500 square feet.
4. The exposed front foundation walls and any foundation walls facing any street of all main residential structures must be constructed of or faced with brick, stone, or other material approved by the Cinnamon Acres Architectural Committee. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, asphalt, brick, or paving stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Unless other materials are specifically approved by the Cinnamon Acres Architectural Review Committee, the types of roofing material that may be used on houses include tile, wood, asphalt, fiberglass, wood fiber (e.g., Masonite's Woodruff). Roofing material not to be used include metal, plastic, or rolled roofing.
5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot except one sign per lot consisting of not more than six (6) square feet advertising a lot and/or house as "For Sale". Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by the developer of the Subdivisions, its agents or assigns, during the construction and sale of the Lots.
6. No exterior radio or microwave antenna or towers are allowed. Television satellite discs are allowed but size and location must be approved by the Cinnamon Acres Architectural Committee.
7. No visible outside repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any lot. Overnight on-street parking of any vehicles is prohibited. No unused building material, junk or rubbish shall

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be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction. All residential Lots shall provide at least a minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of Sarpy County, Nebraska.

9. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or other container shall be permitted unless completely screened from view, except for pickup 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 collected lawn cuttings shall be deposited on any street, road, or Lot with the exception of compost piles or as a mulch. Produce or vegetable gardens may only be maintained in rear yards.

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

11. 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 Cinnamon Acres Architectural Committee.

12. Not less than five (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 Cinnamon Acres Architectural Committee.

13. Construction of a residence shall be started within three (3) years from the date of lot purchase. Construction of any improvement shall be completed within one (1) year from the date of commencement of excavation or construction of the improvement.

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14. No wire, barbed wire, permanent snow fence, or stockade fence of any type shall be permitted, however, decorative fencing not over 4 feet 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 Cinnamon Acres Architectural Committee.

15. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for dog houses. Dog houses shall only be allowed at the rear of the residence. No livestock or agricultural-type animals shall be allowed.

16. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

17. No lot shall be reduced from its original size without the written approval of the owners of at least 75% of the lots in the subdivision.

18. No structure of a temporary character, carport, trailer, basement, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside the Subdivision to any Lot without the written approval of the Cinnamon Acres Architectural Review Committee.

19. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

ARTICLE II.  
HOMEOWNERS' ASSOCIATION

1. The Association. The Cinnamon Acres Homeowners Association has been formed as a non-profit corporation under the laws of the State of Nebraska (the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of the Lots, including:

A. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the

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Members. Common Facilities may include, but not necessarily be limited to, a community well and potable water distribution system, recreational facilities such as playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; street lighting; and signs and entrances for the Subdivision. Common Facilities may be situated on property owned or leased by the Association, on public property, on private property subject to an easement in favor of the Association, or on property dedicated to a Sanitary Improvement District.

B. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common Facility.

C. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of the Subdivisions; and the protection and maintenance of the residential character of the Subdivision.

2. Membership and Voting. The Cinnamon Acres Subdivision is divided into forty (40) separate lots, the Cinnamon Acres Replat Subdivision is divided into thirty-seven (37) separate lots, and the Cinnamon Acres Replat II Subdivision is divided into five (5) separate lots (referred to collectively as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchaser of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:



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- A. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities within the Subdivisions, and the enforcement of the rules and regulations relating to the Common Facilities within the Subdivisions. All acquisitions by the Board of Directors shall obtain the approval of seventy-five percent of the Members of the Association.
- B. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within the Subdivisions.
- C. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
- D. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.
- E. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
- F. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
- G. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
- H. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
- I. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may

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be necessary or appropriate to accomplish such administration or management.

J. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.

4. Mandatory Duties of Association. The Association shall maintain and repair any boundary fence, entrance monuments, and signs which have been installed by Declarant in generally good and neat condition.

5. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.

6. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues and assessments in respect of any Lot, and shall abate all dues and assessments due in respect of any Lot during the period such Lot is owned by the Developer.

7. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the Association as to the amount of any unpaid assessments or dues.

8. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Sections 3 and 4 of this Article.

9. Annual Waiver of Board of Director's Dues. With the approval of seventy-five percent of the Members of the Association, payment of dues, exclusive of any other

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assessments, shall be waived for the Board of Directors. The above stated waiver of dues shall remain in effect during the tenure of each Board of Director not to exceed twelve (12) months. The Members of the Association shall be required to reauthorize the waiver of dues by vote on an annual basis.

10. Assessments for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities.

11. Excess Dues and Assessments. With the approval of seventy-five percent of the Members of the Association, the Board of Directors may increase dues and/or assessments in excess of the maximums established in this Declaration. Dues are established at \$25.00 per month per lot.

12. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Lots, but dues may be abated as to individual Lots, as provided in Section 5 above.

13. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessments shall be and become a lien as of the date such amounts first become due and payable.

14. Effect of Nonpayment of Assessments-Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues and assessment shall bear interest from the due date at the rate of nine percent (9%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Lot. The mortgagee of any Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

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15. Subordination of the Lien to Mortgage. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Lot shall not affect or terminate the dues and assessment lien.

**ARTICLE IV.**  
**EASEMENTS**

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, U.S. West Communications, Peoples Natural Gas, to the licensed operator of the Subdivisions community wells and potable water distribution system, and any company which has been granted a franchise to provide a cable television system within the Lots, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the side boundary lines of the Lots; an sixteen (16) foot wide strip of land abutting the rear boundary lines of the Lots, a ten (10) foot wide strip of land abutting the front boundary lines of the Lots.

**ARTICLE V.**  
**GENERAL PROVISIONS**

1. Except for the authority and powers specifically granted to the Board of Directors, the Board of Directors or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Board of Directors 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.
2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by the owner of not less than seventy-five percent (75%) of the Lots covered by this Declaration.
3. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

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IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 28 day of January, 1995.

CINNAMON ACRES SUBDIVISION

STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS. 1

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Jeri Novacek # 84  
Owner Lot #

Owner Lot #

Pamela S. Lichter  
Notary Public



STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS. 2

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Vicki Wagner #7  
Owner Lot #

Owner Lot #

Pamela S. Lichter  
Notary Public



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CINNAMON ACRES SUBDIVISION

STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS.

3

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Michael A. Toph  
Owner Lot # 15

Owner Lot # \_\_\_\_\_

Janet Juchter  
Notary Public



STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS.

The foregoing instrument was acknowledged before me this day of 28 January, 1995, by:

Donald B. Dinkels #32  
Owner Lot # \_\_\_\_\_

Owner Lot # \_\_\_\_\_

Janet Juchter  
Notary Public



93-01119

AMENDMENT  
TO  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR CINNAMON ACRES

WHEREAS, the undersigned are at least 75% of the owners of the residential lots and blocks in Cinnamon Acres, a subdivision in the county of Sarpy, State of Nebraska, which covers lots one (1) through sixty-two (62), inclusive, as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, said Declaration of Covenants, Conditions, and Restrictions for Cinnamon Acres, a subdivision, dated March 11, 1992, was recorded as Instrument #92-04255, in the office of the Register of Deeds of Sarpy County, Nebraska; and will be hereinafter referred to as the "Covenants", and

WHEREAS, the undersigned, at least 75% of the current property owners located in Cinnamon Acres subdivision, now desire to amend the following paragraphs to said covenants:

(Page 2, Item B of Covenants, and Item 3 of the Amendment dated October 28, 1992)

3. For a 1½-story or 2-story home, the total finished living area for first and second floor shall contain not less than 2,500 square feet.

Lot owners, prior to, and at the date of signing of this document are "Grandfathered".

Except as herein amended, all provisions of said Covenants for Cinnamon Acres shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owners of at least a 75% majority of the lots, has caused these presents to be duly executed this 1-14 day of \_\_\_\_\_, January \_\_\_\_\_, 1993.

001119

SIGNATURE PAGE

Date: Nov 1-14, 1993

Lot(s) 1, 2, 3, 4, 5, 6, 7, 9, 10, 21, 23, 25, 26,  
27, 28, 31, 36, 39, 38, 42, 8b, 43, 44, 45,  
46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56,  
57, 58, 59, 60 & 61.

HAWK, INC. by:

Donald Joe Ruhaak  
Donald Joe Ruhaak

Constance J. Ruhaak  
Constance J. Ruhaak

Bryson P. Ertle  
William R. Ertle

Stephen S. Spear

Pat R. Bolen

William Lane  
Catherine R. Bowerlin

Randy Lee Strick

John Strick  
John M. Paul

CE Robinson

James B. W. Smith

Shirley M. Cole

Lot # 19

Lot # 20

Lot # 40

Lot # 9

Lot # 8B

Lot # 18

Lot # 12

Lot # 32

Lot # 33



93-01119B

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this 1-14<sup>th</sup> day of JANUARY, 1993, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came the individuals whose names are subscribed above, to me known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Amendment to Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.



James D. Marinko  
Notary Public

Proof	<u>W</u>
D.E.	<u>W</u>
Verify	<u>W</u>
Filmed	_____
Checked	_____
Fee \$	<u>46.00</u>

FILED SANFORD CO. NE.  
INSTRUMENT NUMBER  
93-001119  
93 JAN 19 PM 1:51  
Carol A. Starin  
REGISTER OF DEEDS

SAYRE COUNTY, NE.

INSTRUMENT NUMBER

92-27177

AMENDMENT

TO

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR CINNAMON ACRES

92-27177

Activity	✓
Filmed	✓
Checked	✓
Fee \$	55.00

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*Carol Ann Dennis*  
REGISTER OF DEEDS

the undersigned are at least 75% of the owners of the residential lots and blocks in Cinnamon Acres, a subdivision in the County of Sarpy, State of Nebraska, which covers Lots one (1) through sixty-one (61), inclusive, as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, said Declaration of Covenants, Conditions, and Restrictions for Cinnamon Acres, a subdivision, dated March 11, 1992, was recorded as Instrument #92-04255, in the office of the Register of Deeds of Sarpy County, Nebraska; and will be hereinafter referred to as the "Covenants", and

WHEREAS, the undersigned, at least 75% of the current property owners located in Cinnamon Acres subdivision, now desire to amend the following paragraphs to said Covenants:

(Page 2, Item B of Covenants)

- B. The minimum dwelling size for Lots one (1) through sixty-one (61) in Cinnamon Acres to read:
  - 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 trilevel, 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 1½-story or 2-story home, the ground floor (first floor) shall contain not less than 1,500 square feet of finished living area, and the total finished living area for first and second floor shall contain not less than 2,500 square feet.

Lot owners, prior to, and at the date of signing of this document are "Grandfathered".

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42-27177A

(Page 5, Item P of Covenants)

P. No lot shall be reduced from its original size unless approved by a 75% majority of lot owners, and the architectural review committee, except those lots which are affected in Cinnamon Acres replat, to be known as Lots one (1) through thirty-seven (37) when approved by the county board of Sarpy County, and further, no lots may be reduced in size henceforth without said lot being the subject of a formal replat of Sarpy County, except lot 24 in order to facilitate a conveyance of the community water to the Homeowners Association.

(Page 6, General Provisions, Add #5)

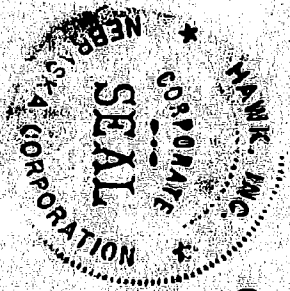
5. Establishment of Cinnamon Acres Homeowners Association. The terms and conditions of Exhibit 1, attached, are incorporated herein, and shall become a part of this amendment, and each lot owner shall be a member of the Cinnamon Acres Homeowners Association.

Except as herein amended, all provisions of said Covenants for Cinnamon Acres shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owners of at least a 75% majority of the lots, has caused these presents to be duly executed this 28th day of October, 1992.

(Seal)

HAWK, INC.,



Constance J. Ruhaak  
Constance J. Ruhaak, Secretary/Treas.

Donald Joe Ruhaak  
Donald Joe Ruhaak, President



STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 28th day of OCTOBER, 1992, before the undersigned a Notary Public duly commissioned and qualified for said County, personally came CONSTANCE J. & DONALD JOE RUHAAK, as OFFICERS of HAWK, INC., to be known to be the identical person(s) whose name(s) are subscribed to the above and foregoing AMENDMENT TO COVENANTS and he/she acknowledged the execution thereof to be his/her voluntary act and deed as OFFICERS of HAWK, INC.

James D. Munnix  
Notary Public

92-27177B

Lot #11

David L. Harvey  
David L. Harvey  
Cheryl L. Harvey  
Cheryl L. Harvey

Lot #12

Alfred W. Schlemann  
Alfred W. Schlemann  
Marian K. Schlemann  
Marian K. Schlemann

Lot #13

Gerry J. Smith  
Gerry J. Smith  
Linda L. Smith  
Linda L. Smith

Lot #14

Timothy D. Vampola  
Timothy D. Vampola  
Timothy D. Vampola  
Timothy D. Vampola

Lot #15

Candace L. Vampola  
Candace L. Vampola  
Michael A. Taylor  
Michael A. Taylor  
Linda Lee Taylor  
Linda Lee Taylor  
Diamond Homes, Inc./Samuel J. Boone  
Diamond Homes, Inc./Samuel J. Boone

Lot #16

Cynthia L. Boone  
Cynthia L. Boone  
Mich A. Osowski  
Mich A. Osowski

Lot #17

Judith M. Coorssen  
Judith M. Coorssen  
Judith M. Coorssen  
Judith M. Coorssen

Lot #18

Duane R. Mauler  
Duane R. Mauler  
Barbara J. Mauler  
Barbara J. Mauler  
Marilyn R. Engle  
Marilyn R. Engle

Lot #19

Bonnie R. Engle  
Bonnie R. Engle

93-341118

Lot #20

Daniel J. Gillespie  
Daniel J. Gillespie

Lot #22

Gavin S. Jensen  
Gavin S. Jensen

Lot #29

John H. Morton  
John H. Morton  
Audrey A. Morton

Lot #30

Ivy E. Miller  
Ivy E. Miller  
Michael E. London

Lot #32

Doris M. London  
Doris M. London  
James B. Weiniak

Lot #33

Kathy L. Weiniak  
Kathy L. Weiniak  
Calvin Dean McCoy

Lot #34

Shirley Mae McCoy  
Shirley Mae McCoy  
Roger R. Bargstadt

Lot #35

Carol E. Bargstadt  
Carol E. Bargstadt  
Jack Nicholson

Lot #37

Lynda Nicholson  
Lynda Nicholson  
Mike Novotny Construction, Inc.

92-27177D

Lot #40

*George W. Breier*  
George W. Breier

*Mary M. Breier*  
Mary M. Breier

*William J. Novak*  
William J. Novak

Lot #41

*Karen Ann Novak*  
Karen Ann Novak

STATE OF NEBRASKA )  
COUNTY OF ) ss.

On this 1<sup>ST</sup> 30<sup>TH</sup> day of NOVEMBER, 1992, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came the individuals whose names are subscribed above, to me known to be the identical person(s) whose name(s) are subscribed to the above and foregoing Amendment to Covenants, and he/she acknowledged the execution thereof to be his/her voluntary act and deed.



*Jane D. McManis*  
Notary Public

92-04255

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR CINNAMON ACRES

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 sixty-one (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 hereafter.

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

Filed For Record 3-11-92 at 11:55 AM  
Instrument # 92 04255  
Carol A. Gerth Registrar of Deeds Sarpy County NE

04255

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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 sixty-one (61) in Cinnamon Acres 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 1500 square feet of finished living area.
2. A split-level shall contain not less than 1650 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 2,000 square feet of finished living area.
3. For a 1 1/2 story or 2 story home, the ground floor (first floor) shall contain not less than 1100 square feet of finished living area and the total finished living area for 1st and 2nd floor shall contain not less than 2,000 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

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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 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.

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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 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.

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

Proof	<u>        </u>
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Verify	<u>        </u>
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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.

Dated this 11th day of March, 1992.

Donald Joe Ruhnak  
Donald Joe Ruhnak, President  
Hawk, Inc.

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF SARPY )

ON THIS 11th DAY OF March, 1992, before me a Notary Public duly commissioned and qualified in said County, personally came DONALD JOE RUHNAK, 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.

Cornie L. Szymanski  
NOTARY PUBLIC

