

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2007-18880

2007 JUN 25 P 3:13 PM

*Glenn J. Dowling*  
REGISTER OF DEEDS

COUNTER P C.E. R  
VERIFY LM DE DB  
PROOF \_\_\_\_\_  
FEES \$ 3550  
CHECK # \_\_\_\_\_  
CHG. A+S CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NGR \_\_\_\_\_

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR CORNISH ACRES ADDITION,  
A SUBDIVISION IN SARPY COUNTY, NEBRASKA

THIS DECLARATION, made this 25 day of JUNE 2007 by  
Kenneth Tex and Stephanie Tex, Kevin Rice and Lori Rice, and Richard Hunter and Janet Hunter  
hereinafter collectively referred to as "Declarants" and shall apply to the real property legally  
described as Lots 1 - 11 inclusive, Cornish Acres, a subdivision as surveyed, platted and recorded  
in Sarpy County, Nebraska.

PRELIMINARY STATEMENT

The Declarants are the owners of certain real property located within Sarpy County,  
Nebraska, and described as follows:

Lots 1 through 11, inclusive, in Cornish Acres, a subdivision, as surveyed, platted  
and recorded in Sarpy County, Nebraska

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

The Declarants desire to provide for the preservation, protection and enhancement of the  
values and amenities of such community and for the maintenance of the character, value  
desirability, attractiveness and residential integrity of the Lots.

NOW THEREFORE, the Declarants hereby declare 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. These restrictions, covenants, conditions and easements shall run  
with such real estate and shall be binding upon all parties having or acquiring any right, title or  
interest in each Lot, or 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:

ARTICLE I.  
RESTRICTIONTIVE COVENANTS

The following restrictions are hereby imposed upon all of the Lots or any part thereof, for  
the mutual benefit of the owner and the future owners of said Lots and may be enforced by any  
current or future owner of any Lot within the subdivision.

RETURN TO  
ADAMS & SULLIVAN  
1246 Golden Gate Drive, Ste. 1  
PAPILLION, NEBRASKA 68045

- A
- A. The Lots shall be used only for single-family residential purposes, except these properties or portions thereof which shall be conveyed or dedicated for public use by the Declarant or its assigns or successors-in-interest. Not more than one permanent residence shall be constructed on any Lot.
- B. No obnoxious or offensive trade or activity shall be conducted on any Lot, nor shall nuisance or annoyance be permitted thereon.
- C. The owner of each Lot shall be responsible for the maintenance and upkeep of the property prior to or after building completion. The owner of each Lot shall control noxious weeds on the property and maintain proper ground cover to prevent erosion.
- D. No trailer, basement, tent, shack, garage, barn or other out building erected on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence; and prior to occupation of any building as a residence, the entire building must be substantially complete and the exterior of same shall be fully complete. Upon the commencement of construction of any residence or building, the residence or building must be completed within twelve (12) months thereafter.
- E. So long as Kenneth Tex and/or Stephanie Tex and Kevin Rice and/or Lori Rice (hereinafter collectively referred to as "Founding Declarants") own any Lot, the owner must first submit construction plans for all proposed buildings to Founding Declarants and secure Founding Declarant's written approval thereof, prior to the construction or grading. Plans shall include a site plan showing the location of the proposed building, at least four exterior elevations, exterior material, floor plan, foundation plan, plot plan, and landscape plan. Plans submitted will not be returned to the owner and shall be retained by the Founding Declarants.
- F. The minimum dwelling size shall be as follows:
1. For a ranch (one level) style home, the ground floor shall contain no fewer than 1,800 square feet of finished area.
  2. For a tri-level or multi-level home, the top three levels must have a minimum of 2,500 square feet of finished living area.
  3. For a one and one-half (1 ½) story or two story home the main floor shall contain no fewer than 1,600 square feet of finished living area. The total finished living area for the main floor and second floor shall contain no fewer than 2,000 square feet in a one and one-half story home.
  4. No split-entry or split level homes shall be permitted except tri-levels as set out above.

- B
5. Exposed foundation facing streets or roadways shall be brick or stone.

The composition of living area shall be exclusive of porches, breeze-ways and garages. The maximum height for any building shall be 2 stories, and all residences shall be built with an attached garage for no fewer than two cars. Detached garages will be allowed only upon the prior written approval of Founding Declarants.

- G. No fewer than five (5) ornamental or deciduous shade trees must be planted on each Lot within six months after completion of the residence, and thereafter maintained in good growing condition, and replaced as necessary.
- H. No fence, accessory building, wall, signboard, or other structure may be constructed on any Lot without the prior written approval of the Founding Declarants so as long as Founding Declarants own any Lot in the subdivision. A complete set of plans showing location, specification and materials of any improvements shall be submitted prior to approval. All accessory buildings shall be constructed of wood, decorative masonry or metal construction and shall conform to proper architectural design and be harmonious and compatible with the other construction within the subdivision. Quonset huts are not permitted. All fences shall conform to proper architectural design and be constructed of wood or wood-type material, plastic, pipe or smooth wire. Chain link fencing may be used in rear and side yards only. Barbed-wire is prohibited.
- I. Any and all animals or livestock maintained on the premises shall be kept in accordance with the requirements of Sarpy County, Nebraska. All structures used for the housing or maintenance of animals or livestock, any any areas where animals or livestock are kept shall be maintained at all times in a neat, clean and orderly manner. Livestock on the premises shall not be maintained for breeding or sale for commercial purposes, and no swine shall be permitted on the Lots.
- J. No building shall be located on any Lot nearer than 100 feet from the front property line or 100 feet from the closest edge of roadways. No residence shall be located nearer than 50 feet from the side or rear property lines. All porches, whether enclosed or unenclosed, and overhangs shall be considered as part of the building for set back calculations.
- K. No lot shall be reduced from its original size.
- L. A perpetual license and easement is hereby reserved in favor the Declarants for servicing utilities over the front 33 feet of each Lot and 15 feet along each side of each Lot for the installation, operation, maintenance, repair and replacement of all utilities, including cable, natural gas, water, electricity and all other utilities. This easement is granted for the use and benefit of all present and future owners of properties within the subdivision.
- M. Owner assumes any and all liability for changes to the topography or use of said property that could be damaging to neighboring properties.
- N. The following prohibitions shall be observed by all owners:

- C
1. No dwelling constructed at another location shall be moved on any Lot without the prior written consent of the Founding Declarants.
  2. The assembly, disassembly, or general service work of any car, truck, equipment, or machinery, not within an enclosed building, shall be prohibited. Storage of unlicensed vehicles or automotive parts is expressly prohibited.
  3. No signs or billboards of any type shall be placed or constructed upon any Lot.
  4. No high-powered rifles shall be discharged upon or over any Lot.
  5. No dumping shall be allowed on any Lot.
  6. No Rottweiler or Pit Bull dogs are permitted on any Lot.
  7. No incinerator or trash burner shall be permitted on any Lot.


ARTICLE II  
GENERAL PROVISIONS


- C
- A. The covenants, conditions and restrictions contained herein shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date hereof. At the expiration of thirty years, the terms of this Declaration shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating this Declaration is signed by the current owners of a majority of the Lots has been recorded prior to the commencement of the ten-year period.
  - B. If the owner of any Lot or any person, violates or attempts to violate any of the provisions herein, it shall be lawful for any other person or persons owning any Lot situation in this subdivision to prosecute at law or in equity against the violators to prevent further violations of any covenants, conditions or restriction and the failure to file suit shall not be deemed a waiver of the right to do so thereafter.
  - C. The provisions contained herein are severable, and the invalidation of one provision shall not affect other provisions, which shall remain in full force and effect.
  - D. All rights reserved to the Founding Declarants shall expire upon sale by Founding Declarants of all Lots owned by Founding Declarants.
  - E. Nothing contained herein shall in anyway be construed as imposing upon the undersigned Declarants any liability, obligation, or requirement to enforce any of the provisions

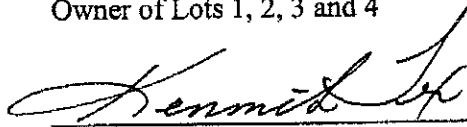
D

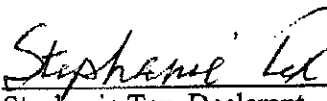
contained herein. The rights, powers and responsibilities of the Declarants as contained herein may be assigned or delegated.

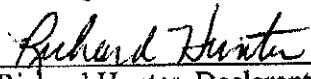
IN WITNESS WHEREOF, the Declarants, being the owners of all the real property described herein, hereby execute this document of the day and year first above written.

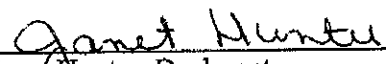
  
Kevin Rice, Declarant  
Owner of Lots 1, 2, 3 and 4

  
Lori Rice, Declarant  
Owner of Lots 1, 2, 3 and 4

  
Kenneth Tex, Declarant  
Owner of Lots 5, 6, 7, 8, 9 and 10

  
Stephanie Tex, Declarant  
Owner of Lots 5, 6, 7, 8, 9 and 10

  
Richard Hunter, Declarant  
Owner of Lot 11

  
Janet Hunter, Declarant  
Owner of Lot 11

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF SARPY       )

The foregoing instrument was acknowledged before me this 25 day of June 2007, by Kevin Rice and Lori Rice, Husband and Wife.



  
Notary Public

2007-18880 E

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

The foregoing instrument was acknowledged before me this 25 day of June 2007, by Kenneth Tex and Stephanie Tex, Husband and Wife.



*[Handwritten Signature]*  
Notary Public



STATE OF LAS VEGAS )  
 ) ss.  
COUNTY OF CLARK )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June 2007, by Richard Hunter and Janet Hunter, Husband and Wife.

*Tillie A. Florence*  
Notary Public

