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CASS COUNTY, NE.

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REGISTERED OF DEEDS  
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### PROTECTIVE COVENANTS FOR

Huttons Subdivision  
Lots 1 through 13 Inclusive  
A Subdivision in Cass County, Nebraska

**THIS DECLARATION**, made on this date hereinafter set forth by Countryside Enterprises hereinafter referred to as "Declarant",

#### WITNESSETH:

**WHEREAS**, Declarant is the owner of the following described read property:

Lots 1 through 13, Huttons Subdivision, a subdivision of the city of Plattsmouth, Cass County, Nebraska

**WHEREAS**, Declarant will convey the said property, subject to certain protective covenants, restrictions, reservations, liens, and charges as herein set forth:

**NOW THEREFORE**, the Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions and conditions shall run with said real property and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

#### PART A: EASEMENTS AND LICENSES

- A-1. A perpetual license and easement is hereby reserved in favor of and granted to Lincoln Telephone and Telegraph Company and to Nebraska Public Power District, their successors, and assigns, to erect and operate, maintain, repair and renew cables, conduits, and other instrumentality's and to extend wires for carrying and transmission of electric current for light, heat, and power and for all telephone and telegraph message service under easements as specified in the final plat or as modified by due process, and license being granted for the use and benefit of all present and future owners of said lots. No permanent buildings shall be placed in perpetual easements ways, 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.
- A-2. All owners of all lots described herein shall grant access to employees of members of any entity engaged in the business of providing water for the purpose of allowing said persons to read the water meters located on said lots.
- A-3. Every owner and member of the Association shall have a right and easement of enjoyment in and to the common property which shall be appurtenant to and shall pass with title to every lot within the subdivision subject to the restrictions contained herein.

**PART B. COMMON LOT AREA**

**MEMBERSHIP**

B-1. Each record owner, whether one or more persons or entities of any part, parcel or portion of a platted lot or building site shall automatically be a member of Hutton's Subdivision Association. When one or more persons holds an interest in a lot, all such persons shall be members. No owner shall have more memberships than the number of lots owned by said member. Membership shall be appurtenant to and may not be separated from ownership of the property.

**VOTING RIGHTS**

B-2. Each member shall be entitled to one vote for each lot owned within the subdivision. The vote for each lot shall be exercised as the owner(s) of said lot shall determine, but in no event shall more than one vote be cast for each lot.

**MEMBERSHIP FEES**

B-3. The owner(s) of each lot within the subdivision, excluding lot 13, hereby covenants and agrees to pay to the Association an annual membership fee on the first day of July each year in an amount to be determined by the Board of Directors for the Homeowner's Association. Until 1999, the annual fees shall not be more than \$100 per lot. Thereafter, the annual assessment may be increased each year, in an amount not to exceed 10% above the annual assessment for the previous year without a vote of two-thirds of the Association membership. Said membership fee shall bear interest at the rate of 10%, and shall be considered delinquent if not paid within thirty days of its due date. Said delinquent fee shall thereafter become a continuing lien upon the property which shall run with the land. Said annual membership fee shall be prorated the first year to begin on the effective date of membership of said new member and continue to be payable thereafter on the date and in the amount specified above. The annual membership fee shall constitute a personal obligation which may be enforced and collected by the Association in a suit at law or the Association may elect to foreclose the lien upon the property in addition to and not to the exclusion of any other remedy or means of collection that may be available to the Association.

**PURPOSE OF ASSESSMENT/FEES**

B-4. The membership fees levied by the Association shall be used exclusively for promoting the health, safety and welfare and recreation of the subdivision residents including maintenance and repair of the common properties, purchase of insurance, and payment of real property taxes pertaining to common areas.

**PART C. COMMON SCHEME RESTRICTIONS**

The following restrictions are imposed as a common scheme upon Lots within the Subdivision for the benefit of each property owner and may be enforced by any owner of a lot or common property of the Subdivision.

- C-1. With the exception of Lot thirteen, no building site or lot shall be used except for residential purposes. Lot thirteen shall be designated as the common area thereby accessible as hereinafter provided by all members of the Association.
- C-2. No offensive activity shall be carried on or permitted upon any lot or common area.
- C-3. No structure of a temporary character, trailer, tent, shack, barn, or other outbuilding shall be erected upon or used as a residence, either temporarily or permanently. No mobile home shall be kept upon any lot within the subdivision except that travel trailers with wheels shall be allowed provided the same are kept and maintained in compliance with Plattsmouth Municipal Code Section (s) 9-8c.
- C-4. No unused building material, junk or rubbish, shall be left exposed except during actual building operations, on any lot and then not to exceed a nine month period. The vegetation on any lot shall not exceed six (6) inches.
- C-5. Motor vehicles shall be utilized on designated roadways only. The use of all terrain vehicles motorcycles, dirt bikes, and similar vehicles will not be allowed on any portion of the common areas or walking trail.
- C-6. No owner may remove, cut down, plant, or transplant any vegetation on any portion of the common properties without the express written consent of two-thirds of the Association.
- C-7. Any lot upon which construction has begun must be completed within 12 months from the date the foundation or footings were dug/erected.
- C-8. No owner, other than the Declarant, shall place any permanent structure or store any property whatsoever upon the common properties, nor shall any owner engage in any activity which will temporarily or permanently deny free access or quiet enjoyment to any part of the common properties to all members. Further, no structures shall be built upon or near the walking trail so as to hinder or block access to the same.
- C-9. Use of the common areas shall be subject to such rules and regulations as may be adopted from time to time by the Association.
- C-10. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, or the Huttons Subdivision Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him/her or them from so doing or to recover damages or other dues for such violation.
- C-11. Invalidation of any one of these covenants or any part thereof by judgments or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- C-12. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garage areas, shall not be less than 1200 square feet for a one-story structure nor less than 900 square feet for a 1-1/2 story or taller structure.

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C-12A. All residential construction plans for homes and outbuildings must be submitted and approved by the Hutton Subdivision Executive Board prior to obtaining a city building permit. Construction plans for new homes must be consistent and of comparable quality to the existing homes in the Hutton Subdivision. The Executive Board must approve all construction plans by a two-thirds majority.

C-13. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the owners of any real property within the subdivision, their respective legal representatives, heirs, successors, assigns. These covenants may be amended and new covenants may be adopted at any time by the affirmative vote of at least two-thirds of the Association. Written notice of any proposed amendment, and a meeting of the members to be called for such purpose must be sent at least twenty-one (21) days prior to such meeting. The notice shall contain a full text of the proposed amendment and the date, time and place of said meeting and shall be sent, postage prepaid, to each property owner at their local address. Any such changes shall be reduced to a written instrument and filed with the Register of Deeds of Cass County, Nebraska.

C-14. Ownership of Lot thirteen (13) shall be transferred to the Association upon the sale of six lots within the subdivision and upon said transfer, the Association shall assume collection and enforcement of all membership fees and maintenance, repair, insurance, and of all tax liability for the common areas.

*Daniel D. Hale*  
President

*William A. Beck*  
~~Vice-President~~ Treasurer

*Lydia H. Harker*  
Secretary

Subscribed and sworn before me the 10<sup>th</sup> day of July, 2004.

*Marlene Epperson*

