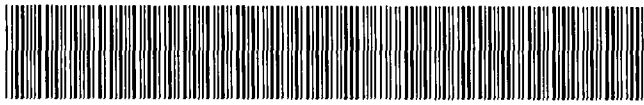


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**DECLARATION OF EASEMENTS, COVENANTS,  
AND RESTRICTIONS FOR  
LONG SCHOOL ADDITION**

THIS DECLARATION is made on the date hereinafter set forth by the New Community Development Corporation, d/b/a NeighborWorks Omaha, a nonprofit corporation in the State of Nebraska, hereinafter referred to as "Declarant."

PRELIMINARY STATEMENT:

Declarant is the Owner of certain real property in Douglas County, Nebraska, described as follows:

Lots 1 through 10, inclusive, and Out Lots "A" and "B," Long School Addition, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Such Lots 1 through 10 are herein referred to collectively as the "Lots" and individually as a "Lot." Such Out Lots are hereinafter referred to as "Out Lot "A" and Out Lot "B," respectively, or together as the "Out Lots".

Declarant desires to convey the Lots subject to certain easements, protective covenants and restrictions, which are hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Lots shall be held, sold and conveyed subject to the following easements, covenants and restrictions, 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 easements, covenants and restrictions shall run with the Lots and shall be binding upon all parties having or acquiring any right, title or interest in the Lots or any part thereof, and shall inure to the benefit of each Owner thereof. The term "Owner" is defined for purposes of this Declaration in Article IV, Paragraph B hereof.

ARTICLE I

USE RESTRICTIONS

A. All Lots are hereby restricted to residential use and, subject to the limitations hereinafter set forth, home occupation use, and to structures and uses related to the convenience and

*CITY 1*  
*ATTN: Pat EVANS*

*(C)*

enjoyment of such residential and home occupation use, provided, however, that model homes constructed by Declarant or its successors or assigns for the purpose of displaying and selling homes and Lots and for office purposes for such sales will not be a violation of these covenants. Home occupation use, as defined in the City of Omaha Zoning Ordinance, will be allowed only after such use has been approved by the Board of the Association. The Board may place conditions or limitations on any such approval, in which case the home occupation use shall be permitted subject to compliance with such conditions or limitations. Any home occupation use must comply with all applicable laws and ordinances, including but not limited to zoning ordinances.

- B. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets, which shall be limited to three (3) per Lot may be kept, provided they are not kept, bred or maintained for any commercial purpose.
- C. Except as hereinafter provided, no advertising signs (except one "For Sale" sign per Lot not exceeding six (6) square feet in area), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot, provided, that such restrictions shall not apply to any business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the Declarant or its agents during the construction and sale of residential structures on any of the Lots. Nor shall this covenant apply to any permanent sign erected by Declarant or its agents for the purpose of identifying the subdivision or neighborhood. If approved by the Architectural Committee, one sign not exceeding two square feet in area pertaining to a home occupation use on the premises may be displayed in a first floor window of a residence on a Lot.
- D. No exterior television, ham radio or other electronic radio antennae or satellite dish larger than 2 feet in diameter, of any sort, shall be placed, allowed or maintained upon any Lot or upon any building or structure on any Lot, unless approved in writing by the Architectural Committee (hereinafter defined).
- E. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any other Lot or any resident thereof..
- F. No repair of automobiles, boats, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted outside of garages on any Lot at any time; nor shall any vehicle that constitutes a nuisance under applicable City code be visibly stored, parked or abandoned on any Lot. No motor vehicle may be parked or stored outside the garage on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot.
- G. No boat, camper, snowmobile, auto-drawn or mounted trailer of any kind, recreational vehicle, mobile home, trucks of more than one ton capacity, motorcycle, grading or excavating equipment, or other heavy machinery or equipment, vehicle undergoing repair, or

aircraft shall be stored outside the garage or in any manner left exposed on any Lot at any time.

- H. No field crops shall be grown upon any Lot at any time.
- I. No awnings or sun screens of any type shall be affixed to any building or structure located on any Lot without the written consent of the Architectural Committee.
- J. No clothesline or clothes hangers may be constructed or used unless they are completely concealed within an enclosed patio or they are self-storing and of no more than 15 feet in length.
- K. No incinerator or trash burner shall be permitted on any Lot. No fuel tank shall be permitted to remain outside of any dwelling. Except on garbage pick-up days, no garbage or trash container or bag nor any recycling or yard waste container, bag or bundle shall be permitted outside of any dwelling unless fully screened from view (not visible from street or neighboring Lots). No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required.
- L. No structure of a temporary character, trailer, basement, tent, shack or other outbuilding shall be erected upon, or used, on any Lot at any time as a residence, either temporarily or permanently.
- M. No unused building material, junk or rubbish shall be left exposed on any Lot at any time.
- N. 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 that a doghouse shall be permitted provided the construction plans and specifications and the location of the proposed structure have been first approved in writing by the Architectural Committee.
- O. Only perimeter fencing approved by the Architectural Committee and installed on all Lots by the Homeowners Association shall be allowed. Chain link or wire fencing shall not be allowed. Perimeter fencing shall be of a wrought iron post and rail with vertical slat style and shall not exceed three (3) feet in height.

## ARTICLE II

### ARCHITECTURAL CONTROL

- A. The Association Board shall serve as the Architectural Committee; provided, that the Association Board may from time to time appoint a committee of not less than three (3) Association Board members to serve as the Architectural Committee.

- B. Any request for approval submitted to the Architectural Committee pursuant to this Declaration shall include plans and specifications reasonably detailing the proposed improvements, and shall include the name and mailing address of the applicant. The approval or disapproval of the Architectural Committee as required in these covenants shall be in writing, except as provided in the last sentence of this paragraph. Written approval or disapproval must be signed by a majority of the Architectural Committee members and mailed or delivered to the applicant at the applicant's address shown on the submitted plans. In case of disapproval, the Architectural Committee shall include a statement of the reasons for disapproval and shall indicate in a general way, the kind of plans and specifications, if any, which the Architectural Committee will approve for the proposed improvements. Failure of the Architectural Committee to give either written approval or written disapproval of submitted plans within thirty (30) days after submission of the plans, by mailing such written approval or disapproval to the address of the applicant for approval shown on the submitted plans, shall constitute approval of the submitted plans. The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken.
- C. Unless approved by the Architectural Committee, no building shall be created, altered, placed or permitted to remain on any Lot other than one single-family dwelling.
- D. No building, fence, landscaping or other structure or improvement, including but not limited to playground equipment, storage sheds, antennae, rock gardens, fountains, statues, trees and shrubs, shall be planted, erected or maintained upon any Lot, nor shall any exterior painting, resurfacing, addition to or change or alteration therein, be made until plans and specifications showing the nature, kind and shape, heights, materials, color of paint, and location of the same shall have been submitted to and approved as to harmony of external design, color, and location in relation to surrounding structures and topography by the Architectural Committee.
- E. The Architectural Committee shall have the right to disapprove any grading or landscaping plans which are not suitable or desirable in the Architectural Committee's opinion for aesthetic or other reasons, and in passing upon such plans, specifications, grading or landscaping plans, the Architectural Committee shall have the right to take into consideration the suitability of the harmony thereof with the surroundings, the topography of the land, and the effect of the building or other structure or landscaping as planned on the outlook for the adjacent or neighboring property, and whether the plan is in accordance with all of the provisions of this Declaration.
- F. The Architectural Committee shall have the power to enforce any violation of the covenants set forth in this Declaration directly on behalf of the Association, or may report the violation to the Association Board for the Board to take such action as it deems appropriate.

### ARTICLE III

#### GRANT OF EASEMENTS

- A. Declarant hereby grants and creates perpetual nonexclusive easements, the benefits of which shall be appurtenant to and run with title to each Lot, and the burdens of which shall run with title as encumbrances against Out Lot "A," over and across Out Lot "A" for the use and benefit of the Owners and occupants of all of the Lots and their respective invitees, visitors and licensees, for pedestrian and vehicular ingress and egress to and from each Owner's Lot and Blondo Street and Patrick Avenue. No Owner of any Lot shall use or permit the use of Out Lot "A," or permit any vehicle or any other obstruction to be parked or left on any part of Out Lot "A," so as to prevent the free and uninterrupted use of the easement areas for the purposes for which such easements have been created.
- B. Declarant hereby grants and creates permanent nonexclusive easements for the benefit of the Association, and for the benefit of the Lot Owners, which shall be appurtenant and run with title to each Lot, and the burdens of which shall run with title as encumbrances against Out Lot "A" and the east 4 feet of the south 20 feet of Out Lot "B", for the right to use, maintain, operate, repair, replace and relocate, if appropriate, the storm sewer, drainage structure, and/or drainage way, and appurtenances thereto in through and under Out Lot "A" and the east 4 feet of the south 20 feet of Out Lot "B," and the sanitary sewer facilities located in, through, and under Out Lot "A", together with the right of ingress and egress to Out Lot "A." The Association shall be primarily responsible for performing such work. If the Association fails to commence do so within ten (10) days after receipt of written notice to the Association from a Lot Owner, weather permitting, or if the Association fails to complete any such work it commences with reasonable diligence, or if the Association is not in existence or is not an operating entity, a Lot Owner may perform such work. If a Lot Owner exercises such rights after failure by the Association to do so, in doing so such Lot Owner will be subject to the duties set forth below as being applicable to the Association.
- C. Declarant hereby grants and creates a perpetual nonexclusive easement for the benefit of the Association over and across the Out Lots and all of the Lots, exclusive of the areas of Lots on which dwellings are situated, for the purpose of exercising all of the rights and duties of the Association under this Declaration, including, without limitation, inspection, maintenance, repair and replacement, when necessary, of the pavement on Out Lot "A;" inspection, maintenance, repair, replacement and relocation within the Out Lots when necessary, of the storm sewer facilities within the Out Lots and the sanitary sewer facilities in Out Lot "A"; snow removal on Out Lot "A;" inspection, maintenance, repair and replacement, when necessary, of the irrigation system serving the Lots and the Out Lots (if such facilities have been installed; lawn care; and inspection, maintenance, repair and replacement, when necessary, of trees, shrubs and other landscaping in the Lots and the Out Lots.

This easement grant is subject to the following additional terms:

- (i) Except pavement and related driveway improvements to be used for vehicular and pedestrian ingress and egress, no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across Out Lot "A" without express approval of the Association.

(ii) The Association will replace or rebuild any and all damage to pavement or other driveway improvements caused by the Association exercising its rights of inspecting, maintaining, operating, repairing or replacing such sewer, drainage structure, and/or drainage way, and appurtenances thereto.

(iii) This permanent easement is also for the benefit of any contractor, agent, employee, or representative of the Association or a Lot Owner performing work pursuant to this easement.

(iv) The Association shall cause any trench made on Out Lot "A" to be properly refilled and shall cause Out Lot "A" to be left in a neat and orderly condition.

D. Declarant hereby grants and reserves perpetual sanitary sewer easements on Lots 2 for the benefit of Lot 1, Lot 4 for the benefit of Lot 3, Lot 5 for the benefit of Lot 4, Lot 7 for the benefit of Lot 6, Lot 8 for the benefit of Lot 7, and Lot 10 for the benefit of Lot 9, in the areas indicated on Exhibit "A" attached hereto and incorporated herein by reference, for the use, inspection, maintenance, repair and replacement of the sanitary sewer lines and appurtenances constructed on the burdened Lots which serve the benefitted Lots. Such easements shall be appurtenant to and run with the land benefitted thereby. The Owners and occupants of the burdened Lots may continue to use the surface of such easement areas for other purposes, subject to the right of Owners of the benefitted Lots to use such easement areas for the purposes described herein. The Owners of the burdened Lots shall be responsible for repairing or reimbursing the Owners of the benefitted Lots for the cost of repairing any damage to the sanitary sewer facilities located in such easement areas caused by the Owners or occupants of the burdened Lots, or their agents or contractors.

#### ARTICLE IV

#### HOMEOWNERS ASSOCIATION

A. Establishment of Homeowners Association. Not later than the date of closing of the sale of the first Lot, Declarant shall establish a nonprofit corporation to serve as a Homeowners Association (the "Association") for Lots 1 through 10, Long School Addition, an addition to the City of Omaha, as surveyed, platted and recorded. After the recording of this Declaration and the organization of the Association, Declarant shall convey the Out Lots to the Association. The easements granted to the Association and the rights and duties of the Association associated with such easements and the Out Lots shall not merge in the conveyance of the Out Lots to the Association. The primary purposes of the Association will be to perform the duties of the Association set forth in this Declaration, including enforcement of the covenants, restrictions and easement rights set forth in this Declaration. Among other things, the Association shall be responsible for, snow removal on Out Lot "A" and the public sidewalks adjacent to the Lots; repair and replacement when necessary of the driveway and walkway areas; maintenance, operation, repair, replacement and relocation, if appropriate, of the storm sewer, drainage structure, and/or drainage way, and appurtenances thereto and the sanitary sewer facilities located in, through, and under Out Lots, operation,

maintenance and repair of the irrigation system; and mowing, watering, maintaining and replacing the lawns and landscaping on the Lots, including grass, shrubs, trees, and plantings on the Lots (excluding gardens planted by Lot Owners) and the Out Lots; and maintaining or providing for surface water drainage. The initial Board of Directors ("Board") of the Association shall consist of three (3) members who shall be appointed by Declarant and who shall serve until all of the Lots have been sold by Declarant. Until all of the Lots have been sold by Declarant, Declarant shall have the right to remove any Board member appointed by Declarant and to replace any Board member who ceases to serve as a Board member for any reason. After all of the Lots have been sold by Declarant, the Board will be elected by the members of the Association in the manner provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association.

- B. Membership and Voting. The Owner of each Lot shall be a member of the Association. For purposes of this Declaration, the term "Owner" of a Lot means the record Owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding however those parties having an interest in any 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 also be considered to be the Owner of the Lot for purposes of this Declaration. Membership in the Association shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the members of the Association.

- C. Powers and Duties. The Association shall have the powers conferred upon nonprofit 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, and upon authorization of the Board by the officers of the Association, shall include but shall not be limited to the following:

(i) 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.

(ii) The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

(iii) The expenditure, commitment, and payment of Association funds to accomplish the purposes of the Association, including, without limitation, payment for purchase of liability insurance coverages for the Association and its Board of Directors and members.

(iv) The deposit, investment, and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, certificates of deposit or the like.

(v) The employment of professionals and consultants to advise and assist the officers and the Board of the Association in the performance of their duties and responsibilities for the Association.

(vi) General administration and management of the Association and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.

(vii) 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.

- D. 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 and shall be payable at the times and in the manner prescribed by the Board.
- E. Liens and Personal Obligations for Dues and Assessments. The dues and assessments, 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 dues and 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 successor, but the successor 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 dues or assessments.
- F. Purpose of Dues. The collection of dues by the Association may be committed and expended to accomplish the purposes of the Association and to perform the powers and responsibilities of the Association.
- G. Maximum Annual Dues. Unless excess dues have been authorized by the members of the Association in accordance with Paragraph J below, the aggregate dues which may become due and payable in any year shall not exceed the greater of (i) \$600 per Lot, or (ii) in each calendar year beginning on January 1, 2012, 125% of the aggregate dues charged in the previous calendar year.
- H. Assessment for Extraordinary Costs. In addition to the dues, the Board may levy an assessment or assessments for the purpose of deferring, in whole or in part, the costs of repair or reconstruction of the paved driveway and walkway areas on Out Lot "A," for unanticipated snow removal costs, or to pay for other work required to be performed by the Association pursuant to this Declaration.



- I. Excess Dues and Assessments. With the approval of 75% of the members of the Association, the Board may establish dues and/or assessments in excess of the maximums established in this Declaration.
- J. Uniform Rate of Assessment. Dues and assessments shall be fixed at a uniform rate as to all Lots.
- K. 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, assessments or installment thereof. The dues and assessments shall become a lien as of the date such amounts first become due and payable.
- L. Effect of Nonpayment of Assessment - Remedies of the Association. Any installment of dues or assessments which is not paid when due shall be delinquent. Delinquent dues or assessments shall bear interest from the due date at the rate of 16% 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 part of the action and shall be indemnified against the 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 easement areas or abandonment of the Owner's 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 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.
- M. Subordination of the Lien to Mortgagee. 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 assessments lien.

## ARTICLE V

### GENERAL PROVISIONS

- A. Enforcement. Declarant, the Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all easements, covenants and restrictions now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation or enforce their rights, and in the event of a successful enforcement action shall be entitled to recover reasonable attorneys' fees and court costs incurred. Failure by Declarant, the Association or by any Owner to enforce any easement, covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Amendment. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and all Owners thereof, present and future, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless modified or changed by written approval of the Owners of fifty-one percent (51%) or more of the Lots subject hereto. During the initial twenty-five (25) year term, this Declaration may be amended by written instrument signed by the Owners of not less than seventy percent (70%) of the Lots. Any amendments must be recorded in the office of the Register of Deeds of Douglas County, Nebraska.

C. Severability. If any portion of this Declaration shall be invalid, illegal, or unenforceable for any reason, the remaining portions hereof shall remain in full force and effect.

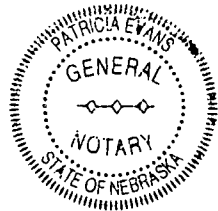
EXECUTED this 28 day of January, 2011.

NEW COMMUNITY DEVELOPMENT CORPORATION, a nonprofit corporation

By: Kenneth Lyons  
President

STATE OF NEBRASKA )  
                                  ) §  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 28 day of January, 2011, by Kenneth G. Lyons, President of New Community Development Corporation, a Nebraska nonprofit corporation, on behalf of the corporation.



MY COMMISSION EXPIRES  
September 26, 2012

Patricia Evans  
Notary Public