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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Barry L. Larson and Elizabeth A. Larson, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant represents the ownership of all of the following described real property: Lots 1 thru 4, inclusive, Pacific Park Replat, a Subdivision in Omaha, Douglas County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Pacific Park Replat Property Owners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such addition thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Lot Four (4), Pacific Park Replat, a Subdivision, as surveyed, platted and recorded, in Omaha, Douglas County, Nebraska, subject to a perpetual vehicular and pedestrian easement hereby reserved by the above described Common Areas; and the Declarant hereby reserves the right to hereafter grant one or several easements over said property in favor of any future owners, occupants and users of the road on said property.

Section 5. "Lot" shall mean and refer to any parcel of land, whether all or a portion of any platted lot, shown upon any recorded subdivision map or plat of the properties, upon which a living unit is, or is proposed to be built, with the exception of the Common Area.

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Section 6. "Improved Lot" shall mean and refer to any lot on the Properties, exclusive of the Common Area upon which shall be erected a dwelling, the construction of which shall be at least 80% complete, according to the plans and specifications for construction of said dwelling. All other lots, exclusive of the Common Area, which shall be vacant, or upon which shall be erected a dwelling, the construction of which shall be less than 80% complete according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots."

Section 7. "Developer" shall mean and refer to Barry L. Larson and Elizabeth A. Larson, their successors and assigns, if such successors and/or assigns should acquire more than one undeveloped lot from them for the purpose of development.

ARTICLE IIPROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right to the Association to charge reasonable admission and other fees for use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and shall be entitled to two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership, or
- (b) on January 1, 1999.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments as are levied from time to time by the Association; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, delinquent charges and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, delinquent charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, insurance and such other purposes as are necessary to carry out the purposes of the Association, as more fully set out herein.

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Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$300.00.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the annual assessment may be increased by not more than the greater of either (1) eight (8%) percent, or (2) the percentage rise in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding October over the prior year's October, without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the annual assessment may be increased above said percentage (Paragraph (a) above) by a vote of two-thirds (2/3) of the members who are voting by person or proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a two-thirds (2/3) majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) or 4 shall be sent to all members not less than 10 days nor more than 20 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on July 1, 1988. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid when due shall be deemed delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall include a delinquency charge of \$5.00 for each 30 day period for which the assessment remains unpaid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property through proceedings in any court in Douglas County, Nebraska, having jurisdiction of suits for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any such proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VINSURANCESection 1. Insurance.

(a) The Association shall keep in full force and effect Fire and Extended Coverage Insurance on all property owned by the Association as well as general Public Liability and Property Damage Insurance covering the Association Property and Directors' Insurance in such amounts as shall be deemed advisable by the Board of Directors.

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(b) Each member of the Association shall be responsible to procure and maintain such insurance as they deem necessary to protect the improvements on each lot and the contents of their unit and liability for negligent acts outside of the Common Areas.

ARTICLE VIARCHITECTURAL CONTROL

Architectural control of Pacific Park Replat Subdivision shall be vested in Barry Larson or his designated successor or successors. Barry Larson shall have an obligation to meet and engage in a timely and good faith review of any plans submitted.

ARTICLE VIIGENERAL RESTRICTIONS

Section 1. Use. All lots in the Subdivision shall be known, described, and used as single-family residential lots. Not more than one structure shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.

Section 2. Square Footage Requirements. Each dwelling shall have not less than fifteen hundred (1500) square feet of livable area for one-floor plans and split levels; and for one and one-half story plans a minimum of one thousand eight hundred (1800) square feet with one thousand two hundred (1200) square feet being the minimum for the first floor; and for full two-story plans, the minimum of two thousand square feet (2000) with one thousand (1000) square feet being the minimum for the first floor.

Section 3. Garages. Each dwelling shall have garage facilities with the housing of at least two cars whether attached or built-in and no carports will be allowed.

Section 4. Fences. No fences shall be built in the front yard beyond the front line of the dwellings.

Section 5. Roofs. Roofing shall be wood or composition shingles, either fiberglass or asphalt. All roofs shall be pitched roofs. Flat roofs are not allowed except with the prior approval of Barry Larson, or his successor or assigns, in his capacity of controlling the architectural design of the residences.

Section 6. Basement Foundations. All basement foundation exteriors shall be faced with either brick or stone, or shall be treated in such a manner as to give the appearance of brick or stone. Foundations may be plastered or stuccoed with the permission of Barry Larson or his successor or assigns, in his capacity of controlling the architectural design of the residences.

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Section 7. Completion of Construction. After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling shall be built shall be graded and seeded or sodded.

Section 8. Sidewalks. Sidewalks will be constructed at the same time of the building of the improvements, and shall be four feet wide and shall be set four feet back of the curb which abuts a public, dedicated street.

Section 9. Radio and Television Antennas. No outside radio, television, hand broadcasting or any other antenna, including satellite dishes, shall be erected or placed upon any structure or on any lot.

Section 10. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any building site in the properties other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the home and patio area. No such pet will be kept, bred or maintained for commercial purposes.

Section 11. Noxious Activity. No noxious or offensive activity shall be carried on the properties, nor shall any trash, ashes or other refuse be thrown, placed, dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

Section 12. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures, or "for sale" signs on a lot or improvements thereon is expressly prohibited except that "for sale" sign may be erected by Developer or Owner consisting of not more than six (6) square feet.

Section 13. Outbuildings Prohibited. No outbuildings or other attached structures appurtenant to a residence may be erected on any of the building sites hereby restricted without the consent in writing of Barry Larson in his capacity as architectural control, or his successor or assigns.

Section 14. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

Section 15. All garage doors should remain closed except when cars are entering or exiting from the garage space. No garbage cans or trash receptacles are to be permitted outside unless fully screened from view.

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ARTICLE VIIIEASEMENTS

Section 1. A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District, Northwestern Bell Telephone Company, Cox Cable Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits, and poles, with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and to extend thereon wires for the carrying and transmission electric current for lights, heat and power, and for all telephones, telegraphs, televisions and message services over, upon and under a five-foot strip of land adjoining the rear and side boundaries of said lot. Said license being granted for the use and benefit of all present and future owners of lots in said subdivision.

ARTICLE IXGENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and be enforceable by the Association, or the Owner of any land subject to same, or his or her assigns, for a term of thirty (30) years from the date this Declaration is recorded.

Section 4. Amendments. The covenants and restrictions of this Declaration may be amended by the Developer, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by any instrument signed by the Owners of not less than two-thirds (2/3) of the Lots covered by this Declaration. Written notice of any proposed amendment and a meeting to be called for such purpose must be sent at least sixty (60) days but not more than ninety (90) days prior

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to such proposed meeting, by the Board of Directors of the Association. The notice will contain the full text of the proposed amendment, and the date, time and place of the meeting. Any such amendment so adopted and executed must be properly recorded. Nothing in this paragraph shall limit the rights of the abutting property owners, as set out in Section 2 of this Article.

Section 5. Recission of Prior Covenants. The Covenants, Conditions and Restrictions covering Lots 7, 8, and 9, and part of Lot 10, Pacific Park, a Subdivision in the City of Omaha, Douglas County, Nebraska, filed at Book 738, Page 514, in the office of the Register of Deeds, Douglas County, Nebraska, are hereby rescinded. The Covenants, Conditions and Restrictions set out herein shall in all respects supersede the aforesaid Covenants.

IN WITNESS WHEREOF, the undersigned Declarants herein have set their hands this 9 day of May, 1988.

Barry L. Larson
Barry L. Larson

Elizabeth A. Larson
Elizabeth A. Larson

BARRY LARSON CO.

BY Barry L. Larson
Barry L. Larson, President

STATE OF NEBRASKA)
: ss.
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this _____ day of April, 1988, before me, a Notary Public in and for said county and state, personally appeared the above named BARRY L. LARSON and ELIZABETH A. LARSON, to me known to be the identical persons described in and who executed the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Kristine Simpson
Public
GENERAL NOTARY STATE OF NEBRASKA
KRISTINE A. SIMPSON
My Comm. Exp. Dec. 5, 1991