

FILED SARPY COUNTY NEBRASKA  
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*Lloyd J. Dowding*

REGISTER OF DEEDS



COUNTER	<i>P</i>	C.E.	<i>B</i>
VERIFY	<i>P</i>	D.E.	<i>B</i>
PROOF	<i>a</i>		
FEES \$	<i>86.50</i>		
CHECK#	<i>1007</i>		
CHG		CASH	
REFUND		CREDIT	
SHORT		NGR	



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FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS  
Steven J. Stastny, Deputy  
1210 GOLDEN GATE DRIVE, STE 1109  
PAPILLION, NE 68046-2895  
402-593-5773

*R+R  
Row Cady  
2521 Lynnwood Dr  
Bellevue NE  
68123*

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THESE DECLARATIONS are made on the date shown on the close of this instrument by the parties who are at the close of this instrument, hereinafter collectively described as "Declarant/Developer."

WITNESSETH:

WHEREAS, Declarant/Developer is the owner of certain property in Sarpy County, Nebraska, more particularly described as follows:

Lot 1 Woodland Oaks, a Subdivision in Sarpy County, Nebraska, except the North 40.40 feet in width thereof, n/k/a as Lots 1 and 2, Woodland Oaks Replat 1, a Subdivision in said Sarpy County, Nebraska

Lot 1, in Woodland Oaks Replat 3, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska

Lot 1, in Woodland Oaks Replat 4, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 1, in Woodland Oaks Replat 5, an Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 1, Woodland Oaks Replat 6, an Addition to the City of Bellevue, Sarpy County, Nebraska

Lot 2, Woodland Oaks, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 2, Woodland Oaks Replat 3, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 2, in Woodland Oaks Replat 4, an Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 2, in Woodland Oaks Replat 5, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 2, in Woodland Oaks Replat 6, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 3, Woodland Oaks, n/k/a Lots 1 and 2, in Woodland Oaks Replat 2, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

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NOW, THEREFORE, Declarant/Developer hereby declares that the property hereinabove described 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, all of said real property and shall be binding on all parties having any right, title or interest in said Properties of any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to:

(a) the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of and obligation, and

(b) the purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the Purchaser(s) obligation under the contract.

Section 2. "Properties" shall mean and refer to:

Lot 1 Woodland Oaks, a Subdivision in Sarpy County, Nebraska, except the North 40.40 feet in width thereof, n/k/a as Lots 1 and 2, Woodland Oaks Replat 1, a Subdivision in said Sarpy County, Nebraska

Lot 1, in Woodland Oaks Replat 3, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska

Lot 1, in Woodland Oaks Replat 4, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 1, in Woodland Oaks Replat 5, an Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 1, Woodland Oaks Replat 6, an Addition to the City of Bellevue, Sarpy County, Nebraska

Lot 2, Woodland Oaks, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 2, Woodland Oaks Replat 3, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 2, in Woodland Oaks Replat 4, an Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska

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Lot 2, in Woodland Oaks Replat 5, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 2, in Woodland Oaks Replat 6, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

Lot 3, Woodland Oaks, n/k/a as Lots 1 and 2, in Woodland Oaks Replat 2, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

which is a replatting of Lots 12 through 19, inclusive, Offutt Towers Replat 5, a subdivision in Sarpy County, Nebraska.

Section 3. "Lot" shall mean and refer to any of the 8 platted lots shown on upon the recorded subdivision map of the Properties.

Section 4. "Improved Lot" shall mean and refer to any Lot included within the Properties, upon which shall be erected a dwelling, the construction of which shall be at least eighty percent (80%) completed, according to the plans and specifications for construction of said dwelling. All other Lots, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than eighty percent (80%) completed, according to the plans and specifications of construction of said dwelling, shall be defined as "Unimproved Lots."

Section 5. "Declarant/Developer" shall mean and refer to all persons and entities signing this instrument and having a legal and/or beneficial ownership in the Properties.

Section 6. "Association" shall mean and refer to "Woodland Oaks Homeowners Association, Inc." a Nebraska Non-Profit Corporation, its successors and assigns.

ARTICLE II

MEMBERSHIP 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.

Section 2. The Association shall have one class of voting membership, which members shall be all owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all of 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.

ARTICLE III

COVENANTS 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

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acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs 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 and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such 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 exclusively for the maintenance of the properties as determined by the Board of Directors.

**Section 3. Maximum Annual Assessment.** The maximum annual assessment shall be One Thousand Two-Hundred Eighty Four (\$1284.00 (Current) Dollars per lot.

a) From and after January 1 of the year immediately following the execution hereof, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the execution hereof, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. c) The annual assessment, not to exceed the maximum amount allowed by sub-paragraphs a) and b) above, shall be set annually in accordance with the By-Laws of the Association by the Board of Directors of the Association.

**Section 4. Notice and Quorum for Any Action Authorized Under Section 3.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) 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 sixty (60) days following the preceding meeting. The members or proxies may have the right to vote at any time for any amendments to the covenants.

**Section 5. Rate of Assessment.** Annual assessments must be fixed, based on the status of each lot. All lots will be assessed the full amount.

**Section 6. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the issuance of the first certificate of occupancy. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 has 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 Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at fourteen percent (14%) per annum or the maximum legal rate allowable in the State of Nebraska, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein for any reason.

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 proceeding in lieu thereof, shall extinguish the lien of such assessments as to 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.

Section 9. Exterior Maintenance. In the event an Owner of any lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 10. Snow Removal/Lawn Maintenance. Section 9 placing the primary responsibility for exterior maintenance upon the individual Owner, notwithstanding, in order to facilitate uniformity of exterior maintenance, lawn care and snow removal shall be the responsibility of the Association. Lawn care maintenance shall include spring start up and fall winterization, however any costs relating to replacement parts/labor shall be at the owner's expense.

ARTICLE IV

RESTRICTIONS AND COVENANTS

Section 1. Residential Purposes Only. The Properties shall be used only for multi-family, duplex residential purposes.

Section 2. Restrictions on Construction. Construction or improvement of any residential Lot shall be subject to the following restrictions:

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- a. **Timing Upon Excavation.** Construction of each dwelling or structure must be completed within one (1) year after excavation for footings.
- b. **Building Setback Requirements.** All setbacks, side yards and the minimum front, side and rear yard requirements shall conform to the City of Bellevue Zoning Districts.
- c. **Minimum Dwelling Size.** Each dwelling shall contain not less than the following square feet of living space (exclusive of porches, breeze-ways and garages):
  - 1. Two Story: 1,000 square feet on the first floor;
  - 2. Ranch: 1,400 square feet;
  - 3. One and One-half Story: 1,450 square feet
- d. **Maximum Height.** The maximum height for any building shall be two (2) stories.
- e. **Roof.** The roofing material for all dwellings shall consist of concrete or fiberglass shakes, tile, wood shakes, or minimum 340# asphalt shingles.
- f. **Garages.** Each residence shall include an enclosed garage for not less than two (2) cars, nor more than five (5) cars (attached or detached).
- g. **Wiring.** All power and telephone service wires shall be buried underground.
- h. **Drives.** Driveways shall be Portland concrete or brick from the public roadway to the garages.
- i. **Exposed Foundations.** Any exposed foundation on the front of all buildings shall be covered by brick or stone or similar materials.

**Section 3. Noxious Activities.** No noxious, offensive, illegal or life threatening activity shall occur on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Nor shall the land be used in any manner that will or might cause any noise which could, would or does disturb the peace, quiet, and comfort or serenity of the occupants of the surrounding area. No unused building material, junk or rubbish shall be left exposed on any lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence.

**Section 4. Vehicles and Equipment.** No automobile, motorcycle, boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, or similar chattel shall be maintained, repaired, or stored in any part of a lot for more than twenty (20) days within a calendar year unless such item is parked or stored in a building or on the rear one-half of the lot and in a manner so as not to be visible from neighboring properties. No motor vehicle may be parked or stored outside on any lot, except vehicles driven on a regular basis by the occupants or guests of the dwelling located on such lot. No grading or excavating equipment, tractors or semi-tractor/trailers shall be stored, parked, kept or

maintained in any yards, driveways, or streets. However, this section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All of the above shall apply to any and all streets and rights-of-way.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than household pets, which shall be limited to three (3) per household. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred or maintained for commercial purposes. All unpleasantries created by the household pet shall be the responsibility of the Owner. No exterior homes or shelters for household pets are permitted. Pets shall not be tied up in a yard. No dog runs or kennels may be installed on any Lot.

Section 6. Fences/Clothes Lines. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Architectural Committee. Only forty-two inch or forty-eight inch chain link (black, vinyl coated) fences will be allowed. Such fence will have a minimum of four (4) feet width access gate for mowing purposes. A six (6) foot privacy board on board fence may be erected on the street side of 25th Street as long as it meets the Bellevue City Ordinances and is approved by the Architectural Committee. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of the building located thereon, except in patio areas.

Section 7. Advertising. No advertising, political signs or billboards shall be permitted on any Lot with the exception of "for sale" or "for rent" signs, which shall not exceed four square feet in size.

Section 8. Other Outbuildings. No structure of a temporary character, carport, trailer, basement, tent, storage shed, outbuilding or shack shall be erected upon or used on said Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Woodland Oaks without written approval of the Architectural committee. This shall not prevent the location of a temporary real estate and/or construction office on any Lot in the Properties for use during the period of construction and sale of the Properties, nor the construction of new houses, in whole or in part, off the premises for installation on the premises.

Section 9. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Architectural Committee.

Section 10. Commercial Use. No property shall be used for commercial purposes, except for a sales and rental office for use during the period of construction and sale of the Properties.

Section 11. Vehicle Repairs. No automobile, motorcycle, truck or other vehicle shall be repaired or dismantled upon any Properties, except within an enclosed structure.

Section 12. Plantings. No more than seven (7) ornamental or deciduous shade trees may be planted on each residential Lot. All shade or fruit trees must be approved by the



Architectural Committee. 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 view at street intersections sufficient for the safety of pedestrians and vehicles. The owner shall take whatever steps as are necessary to control noxious weeds on owned Property and shall maintain necessary ground cover in order to prevent erosion. Any and all dead trees and shrubbery must be removed at Owner's expense.

Section 13. Maintenance. 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 or might 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 burned by open fire, incinerator or otherwise, within the subdivision or any part thereof. If the owner wishes to paint their residence, all paint colors must be similar to the original color and be approved by the Architectural Committee. Windows or garage door replacement must be similar to the original and shall be approved by the Architectural Committee.

Section 14. Outside Antennas, Signs and Lighting. Outside radio or television antennas shall not be erected on any lot or structure with the exception that a television satellite antenna may be attached to the residence provided same is positioned on the rear of the residence and, if on the roof of the residence, no higher than two (2) feet from the rear fascia and not obvious or readily visible from the street and from neighboring properties. No permanent signs, billboards, unsightly objects or nuisances shall be created, placed or permitted to remain on any lot except two (2) signs per lot consisting of not more than four (4) square feet advertising a lot as "For Sale." Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of any adjacent property.

Section 15. Water Drainage. The Builder has created a water drainage plan by grading the Properties for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.

Section 16. Construction Approval. No dwelling, fence, wall, driveway, patio, patio enclosure, swimming pool, outbuilding or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any lot, nor shall any grading, excavation or tree removal be commenced until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structural improvement have been approved by the Architectural Committee in writing. Plans shall include site plans showing the location of residence, other buildings and structures. Said plans shall include at least four (4) exterior elevations, exterior material, floor plan, foundation plan, plot plan, landscape plan, drainage plan and site lines. In the event Owner contemplates construction of a fence, such plans shall include the type of material to be used and the location thereof. Plans will not be returned to Owner. The Architectural Committee shall consider such plans and specifications with regard to type,

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quality and use of exterior materials, exterior design, location of improvements upon the building plot and proposed finished grades; provided that the Architectural Committee specifically reserves the right to deny permission to construct any type of structure or improvements which it deems will not conform to the master plan for the development of the subdivision. Within thirty (30) days of receipt of said plans, the Architectural committee shall notify the Owner in writing of its approval of the plans, or disapproval with reasons therefore. Failure of the Architectural committee to give either written approval or disapproval within thirty (30) days after the submittal of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall not operate as approval of the plan as submitted. If notice of approval is not mailed within such time period, the proposed improvement shall be deemed disapproved by Declarant/Developer. The Architectural committee shall consist of three (3) members, who shall be owners of Lots within the subdivision. Said members shall be elected every two years by the Owners of the Subdivision.

Section 17. Utility and Other Easements. A perpetual easement is hereby reserved in favor of and granted to the Omaha public Power District, CenturyLink Communications and any other company which has been franchised to provide a cable televisions system in the area to be subdivided, its successors and assigns, to erect, operate, maintain, repair and renew underground poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electrical current for light, power and for the transmission of signals and sounds of all kinds, including signals provided by cable televisions system and the reception on, over, through, under and across a five foot (5') wide strip of land abutting all front and side boundary lines of Lots 2 through 8 and the front and north boundary liens of Lot 1; and an eight foot (8') wide strip of land abutting the rear boundary lines of all lots and the South lot line of Lot 1.

In addition, a perpetual easement is hereby reserved in favor of and granted to Metropolitan utilities District, their successors and assigns, to erect, install, operate, maintain, repair and remove pipeline, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water within said easement. No obstructions including, but not limited to, permanent buildings, trees, fences, retaining walls or loose rocks, shall be placed in the easements. All the Owners of record, their families, tenants or other persons utilizing such easements will be respectful of said easements.

Section 18. Remedy on Violation. If the parties hereto, or any of their heirs, successors or assigns, shall violate, or attempt to violate, any of the easements, covenants, or restrictions herein, it shall be lawful for the Architectural Committee or any person or persons owning any other lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating, or attempting to violate, any such easement, covenant or restriction, and to either prevent him or them from doing so or to recover damages for such violation.

Section 19. Severability. If any one or more provisions of this Agreement shall be adjudged or declared invalid or unenforceable by a court of competent jurisdiction, the validity or enforceability of all or any other provision of this Agreement shall not be affected thereby. Accordingly, in such event: (a) this Agreement shall be construed as if it did not contain the particular clause(s) so declared to be invalid or unenforceable, and (b) the rights and obligations of the parties shall be construed and enforced accordingly.

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Section 20. Binding on Successors. The covenants and restrictions contained herein shall run with the land and shall be binding upon all persons for a period of twenty five (25) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years. Each of the covenants contained herein is several and separate from the other covenants and invalidity of any covenant shall not effect the validity of any other provision of this instrument.

Section 21. Enforcement by Declarant/Developer. Nothing contained herein shall in any way be construed as imposing upon the Declarant/Developer any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

Section 22. Amendments. Until all of the lots have been sold and any residence constructed on the same, Declarant/Developer shall have the exclusive right to amend, modify or supplement all, or any portion of, these protective covenants from time to time by executing and recording one or more duly acknowledged amendments to protective covenants in the office of the Register of Deeds of Sarpy County, Nebraska. Thereafter, these covenants may be amended, supplemented or modified from time to time by recording one or more amendments to protective covenants in the office of the Register of Deeds of Sarpy County, Nebraska, duly executed and acknowledged by owners of at least seventy five percent (75%) of the lots subject to these protective covenants. Such amendments may include, among other things, the inclusion of additional properties to these protective covenants and extension of time for which these covenants are to run and the formation of a homeowners association with the right to levy assessments against each Lot for the purposes of promoting and maintaining the general aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustaining the association's business.

Section 23. Waiver for Hardship. Until such time as all Lots are improved, Declarant/Developer's discretion, to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

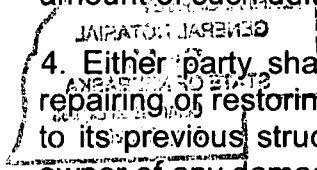
## ARTICLE V

### PARTY WALLS

It is intended by the undersigned to create, in favor of each purchaser, an easement covering party walls of eight (8) inches in thickness and placed equally divided on the lot lines separating the lots upon which the separate dwellings are to be erected. The undersigned, in order to protect each and every purchaser, his successors and assigns, of any lot or parcel of said premises, the following easements on building structures and party walls located on said premises are hereby created, to-wit:

1. The said dividing walls shall be party walls between the adjoining residences erected on said premises.
2. The cost of maintaining each party wall shall be borne equally by the owners on either side of said wall.
3. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild

said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement cost.



4. Either party shall have the right to break through the party walls for the purpose of repairing or restoring sewerage, water, utilities, subject to the obligation to restore said wall to its previous structural condition at his own expense and the payment, to the adjoining owner of any damages negligently caused thereby.

5. No dwelling located on said premises shall, at any time extend beyond two stories in height; and in the event of a destruction of said multiple dwelling unit or any portion thereof, the dwellings so destroyed shall be restored at the joint and equal expense of the adjoining owners, according to a uniform architectural plan and finish; and if any dwelling is but partially destroyed so that the cost of restoring it is not equal to that of restoring the adjoining dwelling, then the amount shall be apportioned according to the individual cost.

6. Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located, for party wall purposes.

7. The downspouts attached to buildings and placed upon lot lines shall be maintained at the joint expense of the adjoining owners. The cleaning, repairing, painting, replacing of such downspouts and catch basins and drains shall be shared equally by adjoining owners.

8. The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any lot in said multiple unit shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to any lot shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument. The undersigned, in executing and delivering deeds to said lots shall insert in said conveyances, by reference, that the same are made subject to the terms, conditions, reservations and covenants herein contained, designating the book and page of the record in which this instrument and the attached plat are recorded.

DA TED this 2 day of May, 2012.

David Lewellen

Declarant/Developer

*Kim S. Sewell*

Kim Lewellen

Declarant/Developer

SUBSCRIBED and sworn to before me this 2nd day of May 2012.

TERRI A. GARVEY

Notary Public

Jackie Ronald Cady

Jackie Ronald Cady, Trustee

Marilyn Jane Cady Revocable Trust

Dated June 24, 2002

Marilyn Jane Cady

Marilyn Jane Cady, Trustee

Marilyn Jane Cady Revocable Trust

Dated June 24, 2002

SUBSCRIBED and sworn to before me this 27 day of April 2012.

Jacqueline G. McGinnis

Notary Public

Christopher Thibado

Christopher Thibado

SUBSCRIBED and sworn to before me this 1st day of May 2012.

Jacqueline G. McGinnis

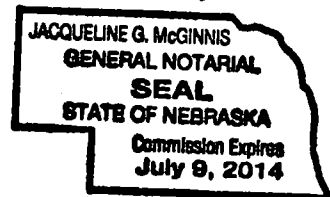
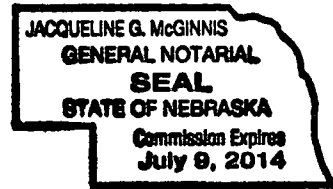
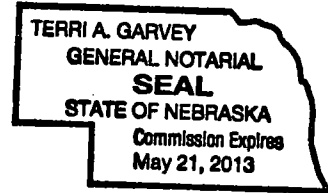
Notary Public

Frances C. Moore

Frances C. Moore, Trustee

Frances C. Moore Revocable Trust

Dated April 10, 2007

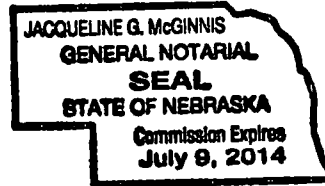


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SUBSCRIBED and sworn to before me this 2 day of May, 2012.

*Jacqueline G. McGinnis*

Notary Public



*Maria V. Nagel, Trustee*

Maria V. Nagel, Trustee

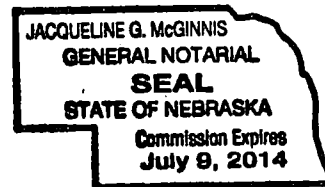
Maria V. Nagel, Revocable Trust

Dated August 5, 2011

SUBSCRIBED and sworn to before me this 27 day of April, 2012.

*Jacqueline G. McGinnis*

Notary Public



*Dennis D. Hilfiker*

Dennis D. Hilfiker

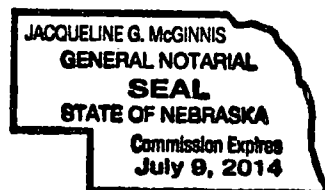
*Linda P. Hilfiker*

Linda P. Hilfiker

SUBSCRIBED and sworn to before me this 1st day of May, 2012.

*Jacqueline G. McGinnis*

Notary Public



*Jeffrey D. Akerson*

Jeffrey D. Akerson

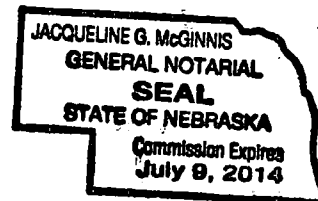
*Janet G. Akerson*

Janet G. Akerson

SUBSCRIBED and sworn to before me this 10 day of May, 2012.

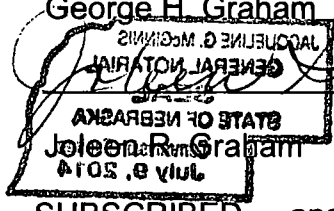
*Jacqueline G. McGinnis*

Notary Public



N

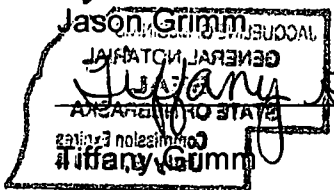
George H. Graham

George H. Graham  


SUBSCRIBED and sworn to before me this 27 day of April, 2012.

Jacqueline S. McGinnis  
Notary Public

JACQUELINE G. MCGINNIS  
GENERAL NOTARIAL  
SEAL  
STATE OF NEBRASKA  
Commission Expires  
July 9, 2014

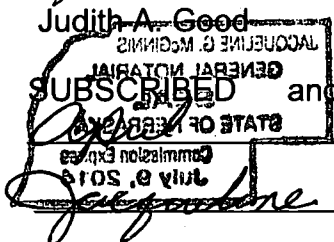
Jason Grimm  


SUBSCRIBED and sworn to before me this 16 day of May, 2012.

Terrri A. Garvey  
Notary Public

TERRI A. GARVEY  
GENERAL NOTARIAL  
SEAL  
STATE OF NEBRASKA  
Commission Expires  
May 21, 2013

Judith A. Good

Judith A. Good  


SUBSCRIBED and sworn to before me this 26 day of April, 2012.

Jacqueline S. McGinnis  
Notary Public

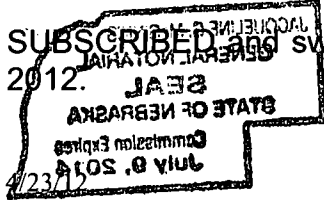
JACQUELINE G. MCGINNIS  
GENERAL NOTARIAL  
SEAL  
STATE OF NEBRASKA  
Commission Expires  
July 9, 2014

Harold Rush

Janet Rush

Janet Rush

SUBSCRIBED and sworn to before me this 27 day of April, 2012.



2012-15350

Jacqueline S. McGinnis

Notary Public

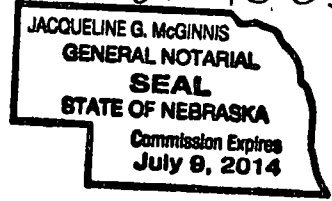
Ray F. Romero

Ray F. Romero

Erika Romero

Erika Romero

SUBSCRIBED and sworn to before me this 25 day of April, 2012.



Jacqueline S. McGinnis

Notary Public

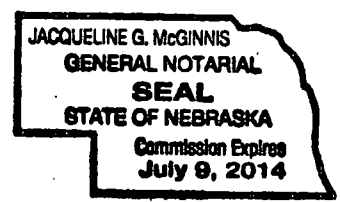
Joseph Brandt

Joseph Brandt

Waymie C. Willenbrandt

~~Wamie Brandt~~ WAYMIE BRANDT W/S

SUBSCRIBED and sworn to before me this 11 day of May, 2012.



Jacqueline S. McGinnis

Notary Public

