

Return: JOHN NAYLOR
DEXON & DEXON P.C.
ONE FIRST NAT'L CENTRE
OMAHA, NE 68102

DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
CHRISTOPHERSON'S CORNER

(402)345-3900

This Declaration, made on the date hereinafter set forth by
Burton G. Christopherson and Pearl M. Christopherson, husband
and wife, herein collectively called "Declarant".

WITNESSETH:

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

Lots 1 through 8 inclusive, in Christopherson's
Corner, a subdivision as surveyed, platted and
recorded in Douglas County, Nebraska ("the Property");
and

WHEREAS, Declarant desires to subject the Property to
certain covenants, conditions, easements and restrictions for
the purpose of protecting the value and desirability of the
Property,

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

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MP PG 609-624 C/O _____ COMP _____ SCAN MP
8400 OF MP LEGL PG _____ MC _____ FV _____
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DEC 29 1 39 PM '93
GEORGE J. DUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Christopherson's Corner Home Association, its successors and assigns.

Section 2. "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

Section 3. "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Property with the exception of Outlet "A".

Section 5. "Declarant" shall mean and refer to Burton G. Christopherson and Pearl M. Christopherson, husband and wife, their successors and assigns.

Section 6. "Subdivision" shall mean Christopherson's Corner, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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 Declarant and shall be entitled to one 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) 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 the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1997.

ARTICLE III

COVENANT FOR 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) monthly assessments, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special 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 Lot 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 each person who was an Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Subdivision and, in particular, to procure and maintain insurance with respect to Outlot "A" and the improvements contained therein, to maintain and improve the roadway situated upon Outlot "A", and to construct, reconstruct and maintain subdivision entrance markers and signs within the Subdivision.

Section 3. Maximum Monthly Assessment. Prior to January 1, 1994, the maximum monthly assessment shall be \$25.00 per Lot, and the amount thereof shall be determined by Declarant.

- (a) From and after January 1, 1994, the maximum monthly assessment may be increased each year not more than

three percent (3%) above the maximum level for the previous year without a vote of the members.

(b) From and after January 1, 1994, the maximum monthly assessment may be increased in excess of three percent (3%) 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 Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the monthly 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 capital improvements within the Subdivision, provided that any such assessment shall have the assent of two-thirds (2/3) 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 Sections 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) 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 for Class A members at the subsequent meeting shall be reduced to forty percent (40%). No such subsequent meeting shall be held more than twenty (20) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both monthly assessments and special assessments for capital improvements must be fixed at a uniform rate for all Lots previously sold by Declarant and may be collected on a monthly, bi-monthly or quarterly basis as from time to time determined by the Board.

Section 7. Date of Commencement of Assessments; Due Dates. The assessments authorized herein shall commence as to each Lot on the first day of the first month following the closing on the sale of such Lot by Declarant to a Class A member. The Board of Directors shall fix the amount of the monthly assessment against each Lot annually in January of each year and give written notice thereof in January of each year to every Owner. The due dates shall be established by the Board of Directors. Written notice of special assessments for capital improvements shall be given to every Owner within thirty (30) days of imposition thereof. The Association shall, upon request, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the status of assessments for a particular Lot.

Section 8. 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 the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the Lot against which the assessment was levied.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. 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 exercise of the power of sale contained in a deed of trust 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.

ARTICLE IV

ARCHITECTURAL CONTROL

No building, outbuilding, fence, wall, swimming pool, tennis court or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications (in such detail as may from time to time be

required by the Board of Directors) showing the nature, kind, shape, height, materials and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. In the event said Board fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, approval will be deemed given and requirements of this Article will be deemed satisfied.

ARTICLE V

DWELLING SIZE CRITERIA

Dwellings constructed within the Subdivision shall comply with the following minimum finished above-grade enclosed living area requirements, exclusive of basement space (whether or not finished and whether or not the basement is a "walk-out" basement with the floor level at or above adjacent ground level), porches, patios, breezeways and garages:

- (a) Ranch style (one level) - 1,520 square feet
- (b) Split level - 1,650 square feet total
- (c) Two Story - 1,100 square feet on first floor, 2,000 square feet total
- (d) Tri-level - 2,000 square feet total

ARTICLE VI

USE RESTRICTIONS AND COVENANTS

Section 1. Each Lot shall be used only for single family residential purposes. The dwelling built on each Lot shall have an attached enclosed garage with a capacity of not less than two cars.

Section 2. No building on a Lot shall be located within 70 feet of the front lot line, within 30 feet of a side lot line or within 70 feet of a rear lot line, provided that the Board of Directors shall have authority to reduce the side yard requirement of Lots 3, 5 and 7 to not less than 20 feet following submittal of a written application therefor. In the event said Board fails to approve or disapprove such application within thirty (30) days after such application has been submitted to it, approval will be deemed given and this provision will be deemed satisfied.

Section 3. No noxious or offensive trade or activity and no commercial activity or enterprise shall be permitted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision or the inhabitation thereof.

Section 4. No camping or travel trailer, recreational vehicle or boat may be maintained, stored or kept on any Lot for more than fifteen (15) days in any one calendar year unless housed completely within a structure upon said Lot.

Section 5. No animals of any kind (except customary house pets and except horses [subject to applicable Douglas County regulations]) shall be kept or maintained on any Lot. Permitted animals shall not be raised, bred or maintained for any commercial purpose and shall not be permitted to roam at large either within or outside the Subdivision, but shall at all times remain under the control of their owners.

Section 6. No barbed wire, snow fence or stockade fence shall be permitted on any Lot. Decorative fencing not to exceed 4 feet in height shall be permitted subject to approval of the Board of Directors as aforesaid, and chain link fencing, smooth wire fencing and woven wire fencing shall be permitted behind the back line of a dwelling, subject to approval as aforesaid. Privacy and safety fencing for swimming pools shall be permitted upon approval as aforesaid.

Section 7. A satellite dish may be placed on a Lot provided (a) the outside diameter of the dish is 8 feet or less, (b) the dish is located behind the rear line of the dwelling, (c) the dish complies with set back criteria applicable to buildings, and (d) the dish is shielded from view from streets and from other Lots in the Subdivision by privacy fencing of size and material approved by the Board of Directors. No other outdoor antenna of any type and for any purpose shall be placed or erected on any Lot.

Section 8. All utility service wires (electricity, telephone and cable television) shall be buried under ground.

Section 9. The driveway on each Lot shall be constructed of asphalt or concrete, shall extend from the paving within Outlot "A" to the garage, and shall be completed prior to occupancy of the dwelling on the Lot.

Section 10. Each dwelling in the Subdivision shall face toward the segment of Outlot "A" adjacent to the Lot upon which the dwelling is situated unless otherwise approved by the Board of Directors.

Section 11. Construction of a dwelling on a Lot must be substantially completed within twelve (12) months from the date of commencement of construction.

Section 12. The owner of each Lot shall be responsible for maintenance of the Lot and vegetation growing thereon at all times, shall take appropriate measures to control noxious weeds, and shall maintain necessary ground cover to minimize erosion. In the event of violation of this covenant, the Board may take steps necessary to restore the Lot to compliance and may assess the cost of any such services against the Lot.

Section 13. No garden and no field crops shall be grown upon that portion of any Lot nearer to the street than the back line of the dwelling and no trees, shrubs, hedges or other vegetation shall be maintained or permitted on any Lot which will interfere with the use and maintenance of a street or the unobstructed view of the street from each driveway. The unpaved portion of the front set-back area of each Lot shall be sodded or seeded prior to occupancy of the dwelling thereon. Each Lot shall be maintained free of dead or diseased trees.

Section 14. No trailer, basement, tent, shack, garage, barn or other out-building erected or placed on a Lot shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of temporary character be used as a residence. No building shall be occupied as a residence until the entire building is substantially completed and until the exterior thereof is fully completed.

Section 15. All farm or business trucks, trailers, tractors, equipment and machinery shall be parked or stored in a garage or other approved out-building. No such vehicles or equipment shall be permitted to be parked in driveways or upon Outlot "A".

Section 16. No rubbish, trash or garbage shall be allowed to accumulate on any Lot, nor shall the same be burned by open fire, incinerator or otherwise within the Subdivision.

Section 17. No Lot shall be subdivided nor shall more than one single family residence be placed upon any Lot.

Section 18. No dwelling constructed outside the Subdivision shall be placed upon any Lot.

Section 19. No garage, storage building, animal shelter or other out-building shall be erected or placed upon any Lot prior to substantial completion of construction of the dwelling thereon.

Section 20. No assembly, disassembly, repair or mechanical service work on any vehicle, equipment or machinery shall be permitted upon any Lot except in an enclosed garage or other permitted out-building.

Section 21. No signs, except conventional temporary "for sale" signs, and no billboards of any type or nature shall be erected or placed on any Lot or any structure located thereon without the prior written approval of the Board.

Section 22. Discharging of firearms within the Subdivision is prohibited.

ARTICLE VII

EASEMENTS

Section 1. An easement is hereby reserved over, under and upon a 10 foot wide strip of ground along the side and rear lines of each Lot for installation of underground power, telephone and cable television lines and appurtenances and for the surface mounting of pedestals and equipment boxes as may from time to time be utilized in connection therewith.

Section 2. An easement is hereby reserved in favor of Declarant and the Association over, under and upon a 12' x 12' tract at the northeast corner of Lot 1 and a 12' x 12' tract at the northwest corner of Lot 8 for construction and maintenance of subdivision identification signs and appurtenances thereto.

Section 3. No direct vehicular access shall be allowed from any Lot within the Subdivision onto 72nd Street or Omaha Trace.

ARTICLE VIII

NOTICE OF CHARGE FOR TELECOMMUNICATIONS FACILITIES

Should construction not be commenced on any Lot within five years from the date that Northwestern Bell Telephone Company files a document with the Register of Deeds, Douglas County, Nebraska giving notice that the installation of the feeder and distribution facilities for the Subdivision has been completed, then each such unimproved Lot shall be subject to a security deposit payable to Northwestern Bell Telephone Company or its successors in the amount of \$450.00 (for purposes of this Article VIII, the "Security Deposit"). The Security Deposit shall be due and owing immediately upon the expiration of the five year period. If the Security Deposit is not paid within sixty days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the Owner of the unimproved Lot that the Security Deposit is due, then the Security Deposit due and owing will begin drawing interest commencing upon the expiration of the sixty day period at the rate of twelve percent per annum or the maximum rate allowed by law if said maximum rate is less than twelve percent per annum at that time.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant, or any owner shall have the right to enforce, by any proceedings 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, the Declarant or 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 provision of this Declaration by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The provisions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date of recording of this Declaration, after which time said provisions shall be automatically extended for successive periods of ten (10) years unless and until modified by the then-owners of seventy-five percent (75%) or more of the Lots. No amendment or modification shall be effective until filed of record with the Register of Deeds of Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed this 22nd day of December, 1993.

Burton G. Christopherson
Burton G. Christopherson
Pearl M. Christopherson
Pearl M. Christopherson

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed this 23rd day of December, 1993.

Burton G. Christopherson
Burton G. Christopherson

Pearl M. Christopherson
Pearl M. Christopherson

STATE OF NEBRASKA

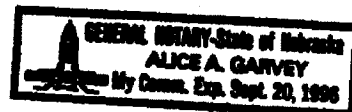
COUNTY OF DOUGLAS

On this 22nd day of December, 1993, personally appeared before me Burton G. Christopherson and Pearl M. Christopherson, husband and wife, who acknowledged that they executed the foregoing instrument as their free and voluntary act and deed for the uses and purposes therein stated.

Given under my hand and seal this 22nd day of December, 1993.

Alice A. Garvey
Notary Public

My Commission Expires: 9-20-96



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