

BOOK 831 PAGE 197

RECEIVED

1987 NOV -6 AM 10:40

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth, by GREATER OMAHA COMMUNITY DEVELOPMENT AND HOUSING CORPORATION, a corporation, herein called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property, more particularly described as:

Lots 1 through 38 inclusive, in Conestoga Place,
an Addition to the City of Omaha as surveyed,
platted and recorded in Douglas County,
Nebraska.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said complex, and to this end, desires to subject the aforesaid real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said complex, to create an entity to which would be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Nebraska a non-profit corporation, known as Conestoga Place Homeowners Association, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, transferred, sold, conveyed and occupied subject to the covenants, easements, restrictions, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Conestoga Place Homeowners Association, its successors and assigns.

19225-5776

DK 831 N 91-497 - 50th FEE 54.00
PG 197-223 - 91-497 DEL VK MC DC
OF Mead COMP FIB 07-07170 00

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 Properties, but excluding those having any interest merely as security for the performance of an obligation (mortgagees).

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 6. "Lot" shall mean and refer to all plots of land with the same numerical designation shown upon any recorded subdivision map of the Properties.

Section 7. "Declarant" shall mean and refer to Greater Omaha Community Development and Housing Corporation, its successors and assigns, if such successors or assigns should at any time acquire all the remaining right, title and interest of Greater Omaha Community Development and Housing Corporation in and to the "Properties" as defined herein.

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 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 shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership (a) when the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or (B) on January 2, 1993, whichever comes first.

ARTICLE III

ASSESSMENTS: COLLECTION

Section 1. Covenant to Pay Assessments; Nature of Obligation. The Declarant, for each Lot 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 assessments for such purposes and in such amounts as hereinafter provided. The assessments, together with interest, court costs, and reasonable attorney's fees incurred in the collection thereof, shall be a charge on the land and shall be a continuing lien upon said property against which each such assessment is made. Each such assessment, together with interest, court 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 successive Owners unless expressly authorized by the Association and expressly assumed by said successive Owners.

Section 2. Classes of Assessments; Purposes of Each Class; Miscellaneous Provisions. The Board of Directors is empowered to impose upon each of the Lots contained within the Properties the following classes of assessments, for the purposes, in the amounts, and subject to the terms and conditions, as hereinafter established.

A. Basic Annual Assessment.

- (1) Nature of Assessment: Miscellaneous Provisions.
The Board of Directors shall annually impose a basic assessment against each of the Lots situated upon the Properties. This assessment shall be of uniform amount as to all Lots, and shall commence as to each Lot on the first day of the first month following the initial conveyance to a Class A member for that Lot. The first such assessment shall be adjusted on a pro rata basis according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of this assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of said assessment shall be sent to every Owner and mortgagee thereto. The due dates shall be established by the Board of Directors. The Board of Directors shall determine the amount of the initial basic annual assessment, which shall not exceed \$24.00. Thereafter, the Board shall annually redetermine the amount of said assessment, provided that the increase for any one year over the preceding year shall not exceed ten percent (10%) unless assent thereto is given by 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.

- (2) Purpose of Assessment. The funds acquired by the Association from the basic annual assessment shall be devoted to employment of personnel to discharge such security and maintenance functions as shall be directed by the Board of Directors; and such other expenses as may be incurred in the interest

of the health, safety and welfare and social and recreational interest of the members of the Association, as determined by the Board of Directors to be consistent with the Articles and By-Laws of the Association.

Section 3. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the maximum interest rate then permitted by the usury laws of the State of Nebraska. 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.

Section 4. 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.

Section 5. Collection of Assessments; Certificate of Payment.

A. Collection. Assessments shall be paid annually in advance to the Treasurer of the Association.

B. Certificate of Payment; Conclusiveness of Contents. 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. Such certificate shall be conclusive evidence of the facts stated therein.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, sign, structure or other improvement of any type or description shall be constructed, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein, including window-mounted air handling or cooling equipment, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted 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 of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board.

Section 2. In the event said Board of Directors, or its designated architectural control committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully satisfied.

D
d
m
a

d
h
D
c

c
d
n

o
t

m
u
p

P

s

d
D
s

t
O
o
a
E
tl

o
m
ai

Section 3. A two-thirds (2/3) majority vote of the Board of Directors or its designated committee is required for approval or disapproval of proposed improvements.

Section 4. The said Board or its designated committee shall maintain written records of all applications submitted to it and of all actions taken by it.

ARTICLE V

USE RESTRICTIONS

Section 1. All Lots covered by this Declaration shall be known and described as residential Lots for single family houses, provided, however, that nothing contained herein shall be construed to prohibit Declarant from maintaining an office within the Properties for the conduct of its business with respect to the Properties.

Section 2. No noxious or offensive trade or activity shall be carried upon any Lot covered by this Declaration, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

Section 3. No house trailer, basement, tent, shack, barn, or other out-building shall be built, erected or placed upon any Lot covered by this Declaration.

Section 4. No trailer, boat, truck or recreational vehicle may be maintained, stored or kept on any of the Lots covered by this Declaration unless housed completely within a garage on said Lot, except with the permission by three-fourths (3/4) of the elected Board members.

Section 5. No animals of any kind shall be allowed off the Owner's Property, except when accompanied by the Owner.

Section 6. No outdoor antenna or satellite receiver of any type shall be erected or placed on any Lot covered by this Declaration.

Section 7. No garbage, refuse, rubbish or cuttings shall be deposited on any street or road, nor on any of the Lots covered by this Declaration unless placed in a suitable container discretely concealed so as to not be visible from other Lots or streets.

Section 8. The grounds of each Lot and the dwelling located thereon shall be maintained in a neat and attractive manner. Upon the Owner's failure so to do, the Board of Directors of the Association, or its designated architectural control committee may, at its option, after giving Owner fifteen (15) days written notice sent to his last known address, perform such maintenance functions when, and as often as, the same is necessary in its judgement.

Section 9. The cost of such maintenance referred to in Section 8 of this Article shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the next annual assessment to which such Lot is subject.

Section 10. Any Owner shall be empowered to bring an action in his or her own name for the enforcement of the use restrictions set forth herein.

Section 11. The Declarant shall be entitled to rent each dwelling unit within the Properties prior to the initial sale thereof.

ARTICLE VI

GENERAL 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 way affect any other provisions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date of recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners of not less than fifty-one percent (51%) of the Lots, and thereafter by an instrument signed by Owners of not less than twenty-eight percent (28%) of the Lots, provided that Declarant may, within five (5) years of the date of this instrument, amend this Declaration without consent of Class A members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions shall require the prior written approval of the Federal Housing Administration or the Veterans Administration:

- (a) Amendment of this Declaration of Covenants, Conditions and Restrictions.

