

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WOODBINE ADDITION  
LOTS 1 THROUGH 148 INCLUSIVE

THIS DECLARATION, made on the date hereinafter set forth by WOODBINE DEVELOPMENT CORPORATION, a Nebraska Corporation.

WITNESSETH:

WHEREAS, The Declarant is the Owner of the following described real property:

Lots 1 through 148, inclusive, in Woodbine, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lots. These easements, covenants, restrictions and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

PART A. RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL AREA.

ARCHITECTURAL CONTROL

A-1. The Architectural Committee shall originally consist of three persons appointed by Declarant. Said original

resignation, for any reason, of one of the committee members, the remaining members shall promptly appoint a replacement. Until such appointment has been made, the remaining members shall exercise the committee's authority. On or before December 31, 1983, the committee must vote to replace any member not living in Woodbine Addition with a resident of Woodbine Addition. Any member not residing in Woodbine Addition must, after voting with the committee to select a resident replacement, resign on or before said date.

A-2. The approval or disapproval of the Architectural Committee as required in these covenants shall be in writing. Written approval or disapproval must be signed by a majority of the Committee members and mailed or delivered to the applicant's last known address. In case of disapproval, the Committee shall include a statement of the reasons for disapproval and shall indicate in a general way, the kind of plans and specifications which the Committee will approve for the subject property. Failure of the Committee to give either written approval or written disapproval of a submitted plan within thirty (30) days after submission 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 operate to release such building plot from the Architectural Committee control provisions of these restrictions in regard to said submitted plan.

A-3. Unless approved in writing by the Architectural Committee, no building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports, and garages of less than the following:

A one-story dwelling constructed on any of said residential lots shall have a ground floor area of not less than 1,150 square feet. A one and

square feet. Dwellings constructed on a split entry ranch plan or split level plan shall have not less than 1,150 square feet on the main living floor level. That said areas are exclusive of porches or attached garages. Each dwelling shall have a garage for not less than two automobiles.

A-4. Sufficient driveway shall be constructed to allow parking for two vehicles entirely within the lot boundaries and outside the garage.

A-5. No lot shall be used except for residential purposes.

A-6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

A-7. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

A-8. No unused building material, junk or rubbish shall be left exposed on any lot. No repair of automobiles shall be permitted outside of garages or on any lot at any time.

A-9. No truck, motorcycle, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, van or aircraft shall be stored outside the garage or in any manner left exposed on any lot at any time. Boats, camping trailer, auto-drawn trailer, or mobile home may be parked on any lot, providing said vehicles are parked to the rear of the building set-back line, and are not used as temporary or permanent dwellings.

A-10. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any

A-11. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage or trash can or container or fuel tank or antenna shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. Any exterior air-conditioning condenser unit shall be placed in the rear or side yard.

A-12. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided they are not kept, bred, or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling.

A-13. No out building shall be erected, altered, placed or permitted to remain on any lot, unless construction plans and specifications and the location of the proposed structure have been first approved in writing by Declarant, or any person, firm corporation, partnership, or entity designated in writing by the Declarant, as stipulated hereinafter.

A-14. No sign, billboard, or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate For-Sale or For Rent signs shall be permitted temporarily in the yards of dwellings which are being



A-15. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding, clay-fired brick or stone, and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick or siding or shall be painted. Except when a dwelling is located on a corner lot, then exposed portions of the foundations on the front of the dwelling and on the side of the dwelling facing the street are to be covered with either siding, or clay-fired brick or stone. Adobe brick or brick block are not acceptable.

A-16. Exposed portions of masonry block chimneys must be covered with clay-fired brick or stone, or siding. Adobe brick or brick block are not acceptable.

A-17. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-18. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed according to the City of Omaha standards and shall be constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

A-19. No building, fence, wall, driveway, patio, patio enclosure, rock garden swimming pool, dog house, tree house, flag pole, or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any building plot, 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 structure or improvement have been approved in writing by Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that Declarant and its designee specifically reserve the right to deny permission to construct any type of structure, or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Declarant, or its designee as required in these covenants shall be in writing. Failure of Declarant or its designee to give either written approval or disapproval of a submitted plan 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 operate to release such building plot from the provisions of this paragraph.

PART B. EASEMENTS AND LICENSES.

B-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, to Omaha Public Power District and to a Cable Television Company, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and cable television under a 5-foot strip of land adjoining the rear and side boundary lines of said lots, said license being granted for the use and benefit of all present and future owners of said lots:

lines within 35 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easementway, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B-2. All telephone, cable television and electric power service lines from property line to dwelling shall be underground except Lot 14 thru 21 and Lots 41 thru 46 which may have overhead service lines from the existing overhead primary line along the east property line.

PART C. GENERAL PROVISIONS.

C-1. For the purpose of these restrictions, two-story height as hereinbefore mentioned in Part A-3 shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s).

C-2. The Declarant or its assigns or any owner of a lot named herein shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant 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.

C-3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This

discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

C-4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 22 day of October, 1980.

DECLARANT:

ATTEST:

WOODBINE DEVELOPMENT CORPORATION,  
a Nebraska Corporation

BY:

[Signature]  
Secretary

BY:

[Signature]  
President

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 22 day of October, 1980, before me the undersigned, a Notary Public in and for said County and State, personally came E. M. Galichow, known to me to be the President of Woodbine Development Corporation, a Nebraska corporation, and acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of such partnership.

Witness my hand and notarial seal the day and year last above written.

[Signature]  
Notary Public



My Commission expires \_\_\_\_\_