

May 18, 84

May 18, 1984

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
HAWAIIAN VILLAGE

THIS DECLARATION made on the date hereinafter set forth by George Victor Corporation, hereinafter referred to as "Declarant", owner of the following described real estate, to-wit:

North Half (N 1/2) of the Northwest Quarter (NW 1/4) and Government Lot 3 and Tax Lot F2 in Section 26, and all accretions thereto and Government Lot 1 and Tax Lot 22 in Section 27, all in Township 13, Range 12, Sarpy County, Nebraska, as surveyed, platted and recorded 5/1/84

Hawaiian Village Lots 1 thru 190 & Out Lots A thru  
W I T N E S S E T H:

WHEREAS, Declarant is the owner of the above described real estate, hereinafter referred to as "Hawaiian Village", and,

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of said premises for the purpose of protecting the value and desirability of said Hawaiian Village.

NOW THEREFORE, Declarant hereby declares that all of the real estate 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 values and desirability of, and which shall run with the real property above described as well as any other property submitted hereto as provided herein and shall be binding on all parties having any right, title or interest in the described real estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof until the 1st day of January, 2005 at which time said covenants shall be automatically extended for successive periods of ten years unless by written agreement of 60% of the then owners of the lots it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner

provided by the laws for conveyance of real estate in the State of Nebraska.

## ARTICLE I.

### DEFINITIONS

Section 1. "Association" shall mean and refer to Hawaiian Village Lake Association, its successors and assigns, a Nebraska non-profit corporation.

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. "Hawaiian Village" will mean and refer to the real estate described above and such additions as may hereinafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to Lots A, B, C, D, E, & F in Hawaiian Village, a subdivision in Sarpy County, Nebraska, for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any platted numbered lot shown upon the recorded subdivision map of Hawaiian Village, a subdivision in Sarpy County, Nebraska with the exception of the common area.

Section 6. "Improved Lot" shall mean and refer to any lot in Hawaiian Village, exclusive of the Common Area, upon which a dwelling is constructed within 18 months after the Owner shall acquire the lot. All other lots, exclusive of the Common Area, which shall be vacant or upon which no dwelling is constructed within 18 months after the Owner acquires the lot shall be classed as an "Unimproved Lot".

Section 7. "Declarant" shall mean and refer to George Victor Corporation, its successors and assigns.

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## ARTICLE II.

### PROPERTY RIGHTS

Section 1. **Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area, except owners of Lots 169 thru 190 shall not have boating privileges on the Lake, (Outlot E), which shall be appurtenant to and shall pass with the title to every Lot, subject to the rules and regulations established by the Board of Directors.

Section 2. **Delegation of Use.** Any owner may delegate his right of enjoyment to the Common Area, except owners of Lots 169 thru 190 shall not delegate any right for boat privileges on the Lake, and facilities to the members of his family, guests or tenants; provided, however, that said owner shall be responsible to the Association for the conduct upon and use by said family, guests or tenants of the Common Area.

## ARTICLE III.

### MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** Every owner and/or owners of a lot within Hawaiian Village shall be entitled to one membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership shall be established in the By-Laws of the Association.

Section 2. **Voting Rights.** Membership voting shall be as set forth in the By-Laws of the Association.

## ARTICLE IV.

### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each fully developed Lot owned within Hawaiian Village as defined

herein hereby covenants and each Owner and/or Owners 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) Regular annual maintenance assessments or charges for the purposes hereinafter set forth in Section 2 hereof, and (2) Assessments for capital improvements such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, costs, and reasonable attorney fees, shall be and constitute until paid a continuing charge against and lien upon such lot or property against which each such assessment is made. Each such assessment together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person and/or persons who was the Owner and/or Owners 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 without any part of the net earnings inuring to the private benefit of its members, to promote and sustain their social welfare and otherwise provide for their health, pleasure, recreation, safety and other nonprofitable interests by acquiring, maintaining, operating, contributing to the acquisition, maintenance, or operation of, or otherwise making available for use any one or more area entrances or entry structures, tennis courts, and any lake and boating facilities and any other recreational equipment, facilities, grounds or structures, to provide weed and other actual or potential nuisance abatement or control, security service, and other community services, to provide architectural control and secure compliance with or enforcement of applicable covenants, easements, restrictions, and similar limitations, and to undertake such other activities appropriate, convenient or necessary to promote or sustain any such interest.

**Section 3. Regular Assessments.** Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget of

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the Working Fund for the then anticipated fiscal affairs and general operations of the Association for that year, and shall levy and collect such assessments made from each lot in Hawaiian Village.

**Section 4. Special Assessments for Capital Improvements and Extraordinary Expenses.** 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 costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including dike protection adjacent to the Platte River.

**Section 5. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments shall be due within 30 days after the assessment is made. Written notice of the annual assessment shall be sent to every owner and/or owners subject thereto.

**Section 6. Delinquent Assessments.** Delinquent assessments shall bear interest at the rate of 15% per annum or such rate that may be fixed by the Association from time to time.

**Section 7. Lien.** All assessments shall become a lien on the Lots against which it is assessed.

**Section 8. Exempt Lots.** Out Lots A, B, C, D, E & F, Hawaiian Village, a subdivision in Sarpy County, Nebraska, being the Common Area shall not be subject to assessments. Lots 169 thru 190 shall be exempt from any assessments attributed to Lake maintenance.

#### ARTICLE V.

#### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon Hawaiian Village nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing

the nature, kind, shape, height, materials, exterior color scheme, 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 Architectural Committee of the Association.

- a. Plans and Specifications. In the event said committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this provision will be deemed to have been fully complied with.
- b. Submission of Plans and Specifications. All owners shall submit plans and specifications to the committee in duplicate. When the same has been approved by the committee, approval shall be designated on the duplicate plans, one copy shall be returned to the owner and the other copy shall be retained by the committee.

#### ARTICLE VI.

##### GENERAL RESTRICTIONS

Section 1. Residential Restrictions. Lots 1 thru 168, Hawaiian Village, a subdivision in Sarpy County, Nebraska, shall be used only for single family residential purposes, except, for such lots or portions thereof as may hereafter be conveyed or dedicated for public educational, religious or charitable use.

- a. One Story Dwelling. No resident shall exceed two stores in height nor contain finished living areas exclusive of porches, breezeways, carports and garages of less than 1,200 sq. feet on the ground floor for a one story house

unless it has a basement garage in which case 1,300 sq. feet shall be required on the ground floor.

- b. One and One-Half Story Dwelling. A one and one-half story residence shall have a minimum of 1,200 sq. feet on the ground floor.
- c. Two Story Dwelling. A two-story residence shall contain 2,000 sq. feet above the basement level.
- d. Bi, Tri and Split-Level Dwellings. A bi-level, tri-level or a split-level residence shall contain 1,800 sq. feet of living area above the ground.
- e. Garage. Each dwelling shall have attached a 2-car garage.

**Section 2. Multiple Family Dwelling.** Lots 169 thru 190 or any portion thereof as may be combined may be used for multiple family residential dwellings.

- a. Minimum Space. Each residential unit within the multiple family structure shall provide a minimum of 1,400 sq. feet of living space excluding the garage.

**Section 3. Out Buildings.** There shall be no out buildings allowed on any of the lots.

**Section 4. Uniform General Restrictions.**

- a. Easements. Easements are expressly reserved for the construction and maintenance of utilities such as water, telephone, electrical, sanitary, sewers and storm drains for the benefit of the public and the lot owners.

- b. Front and Rear Setbacks. No dwelling or any part thereof shall be erected on any lot closer than 25 feet to the front line and no planting or structures shall be placed in the rear 25 feet of the lot that will obstruct the view of the lake from other lots.
- c. House Trailers or Mobile Homes. House trailers or mobile homes will not be permitted in Hawaiian Village. Boat trailers and camping trailers must be stored in buildings or removed from Hawaiian Village.
- d. Exterior Walls. All concrete block must be covered by brick, stone, wood or stucco.
- e. Down spouts. Water shall be carried underground from the house to the Lake or to a place approved by the Architectural Committee.

Section 5. Temporary Structures. No trailer, basement, tent, 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 constructed on any lot.

#### ARTICLE VII.

##### 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 covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.



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

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land until January 1, 2005 after which time it shall be automatically extended for successive periods of 10 years. This Declaration may be amended prior to January 1, 2005 by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 60% of the Lot Owners. Amendment must be recorded.

#### ARTICLE VIII.

##### REVOCATION

All covenants, conditions and restrictions concerning Hawaiian Village now of record are hereby rescinded and vacated.

IN WITNESS WHEREOF, the undersigned Declarant have hereunto set our hands and seals this 18th day of May, 1984.

GEORGE VICTOR CORPORATION

By: Ruth E. Parkening  
President

ATTEST:

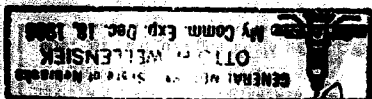
Eden Erickson  
Secretary

STATE OF NEBRASKA :  
: ss.  
COUNTY OF OTTOE :

Before me, a notary public qualified in said county, personally came RUTH E. PARKENING, President of George

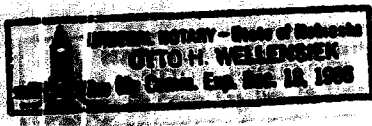
Victor Corporation, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on May 16, 1984.



Otto H. Wellensiek  
Notary Public

My Com. Exp.: Dec 18, 1986



60-405

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**HAWAIIAN VILLAGE**

**Amendments to Declaration**

Amendments to Declarations made on the date hereinafter set forth by more than ninety percent (90%) of the lot owners of Hawaiian Village as of the date hereof.

**Article VI.**

**General Restrictions**

**Section 4. Uniform General Restrictions.**

c. House trailers, mobile homes, boat and boat trailers. House trailers or mobile homes will not be permitted in Hawaiian Village. Boats out of the water, boat trailers and camping trailers must be stored in buildings, designated storage areas, or be removed from Hawaiian Village.

**Article VII.**

**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. This Declaration includes the enforcement of safety regulations adopted by the Association and in force and effect. Failure by the Association or by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The costs, interest, and

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GEORGE VICTOR CORPORATION.

Owner of Lot 125 Lots  
PER Attached -

**LANCASTER**

**GENERAL NOTARY-State of Nebraska**  
**EARL E. FULLITON**  
 My Comm. Exp. May 13, 1989

Richard J. Brunkner P.C.  
Husband  
Owner of Lot 96

Wife

The foregoing instrument was acknowledged before me, a duly authorized notary public for the State of Nebraska, by Richard J. Backlund PC and \_\_\_\_\_, known to me to be the identical persons who signed the instrument as their voluntary act and deed, on this 1st day of January, 1989.