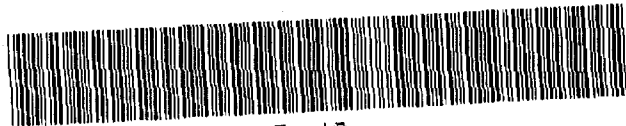




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Register of Deeds, Douglas County, NE
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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Declaration is made on this 7th day of July 2005, by Hillsborough Pointe, L.L.C., a Nebraska limited liability company, (hereinafter referred to as "Declarant").

RECITALS:

This Declaration is made with respect to the following facts and objectives:

1. Declarant is the Owner of the following described real property:

Lots 3 through 11, inclusive, and Outlot A, all in Hillsborough Pointe No. 3, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

2. The Declarant will convey said Lots subject to certain protective covenants, conditions, and restrictions as hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the Declarant hereby declares that all the Lots described above shall be held, sold, and conveyed, subject to the following restrictions, covenants and conditions, all of which are for purposes of enhancing and protecting the value, desirability, and attractiveness of said Lots. These covenants, restrictions and conditions shall run with said 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 shall inure to the benefit of Declarant, each Owner thereof and the Owners of all other Lots.

ARTICLE I
DEFINITIONS

1.1 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or Sublot 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.

1.2 "Property" shall mean and refer to all of Lots 3 through 11, inclusive, and

1.3 "Lot" shall mean and refer to each of Lots 3 through 11, inclusive, and Outlot A, all in Hillsborough Pointe No. 3, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

1.4 "Sublot" shall mean and refer to each platted and defined lot or sublot that results from subdividing each Lot into two lots or two sub-lots via a replatting, administrative subdivision and/or Minor Plat or Minor Replat of all of the Lots. Any reference herein to a "Lot" shall also apply to a "Sublot".

1.5 "Declarant" shall mean and refer to Hillsborough Pointe, L.L.C., a Nebraska limited liability company, and its successors and assigns.

1.6 "Living Area" shall mean finished, habitable space, measured to the exterior of the enclosing walls and does not include porches, stoops, breezeways, courtyards, patios, decks, basements or garages.

1.7 "Duplex" shall mean and refer to two residential dwelling units, each occupied by one family within a single building, excluding a mobile home unit. (Omaha Municipal Code §55-43(b)).

1.8 "Dwelling" shall collectively mean and refer to a Duplex, two story residential dwelling, Ranch dwelling, and one and one half story residential dwelling.

ARTICLE II **RESTRICTIONS AND COVENANTS**

2.1 Residential Purposes Only. The Lots shall be used only for residential purposes.

2.2 Restrictions on Construction. Construction or improvement of any Dwelling shall be subject to the following restrictions::

2.2.1 Timing Upon Excavation. Construction of each Dwelling or structure must be completed within one (1) year after excavation for footings.

2.2.2 Building Setback Requirements. All setbacks, side yards and the minimum front, side and rear yard requirements shall conform to the City of Omaha R-5 Zoning District.

2.2.3 Minimum Dwelling Size. Each Dwelling shall contain not less than 1,500 square feet of finished Living Area. However, notwithstanding the forgoing, in the event of Duplex construction, each unit in said Duplex shall contain not less than 1,200

2.2.4 Maximum Height. Maximum height for any Dwelling shall be two (2) stories..

2.2.5 Exteriors. All exterior surfaces shall be earth tones. The exteriors of all Dwellings shall be constructed substantially in accordance with the plans and elevations attached hereto, marked Exhibit "A", and by this reference incorporated herein, unless future exterior modifications, additions or changes are submitted to Declarant only during the first five (5) years after the recording of these Covenants, and, to the then owners of more than 75% of the Lots for approval, which approval shall not be unreasonably withheld, provided that the modifications, additions or changes do not materially alter the previously approved architectural integrity of any Dwelling. Exposed portions of the foundation on the front of each Dwelling are to be covered with brick. All fronts of Dwellings shall be brick or stone, except that portion above the garage, which shall be either wood or vinyl siding.

2.2.6 Roof. The roof may be constructed of any material.

2.2.7 Garages. Each Dwelling shall have a two car garage. Notwithstanding the foregoing in the event a Duplex is constructed, one residence within each Duplex may have a one car garage. .

2.2.8 Wiring. All power and telephone service wires shall be buried underground.

2.2.9 Drives. Driveways shall be concrete or brick from the public roadway to the garage. No portion of the driveway shall be asphalt.

2.3 Noxious Activities. No noxious, offensive, illegal or life-threatening activity shall occur on any Lot , nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site of any Lot, 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 construction, and then only in as neat and inconspicuous a manner as possible. Outdoor garbage and trash containers are prohibited unless screened from view with a privacy fence.

2.4 Vehicles and Equipment. No automobile, motorcycle, boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper, or similar chattel shall be parked, maintained or stored on any part of a Lot for more than

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 or driveways of any Lot or on any street or streets adjacent thereto. However, this Section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of Dwellings during their period of construction. All of the above shall also apply to any and all streets and rights-of-way adjacent to any Lot.

2.5 Fences. Fences shall be constructed only of wood, plastic, decorative iron, brick, or stone. Temporary or permanent barbed wire, electrified, and/or snow fences are prohibited. No fences or walls shall exceed a height of 4½ feet. All fencing must be kept in good condition and not allowed to deteriorate.

2.6 Plantings. Not less than one (1) ornamental or deciduous shade tree must be planted in front of each residential dwelling within one (1) year after excavation for footings, and, thereafter, maintained in good growing condition, or replaced as necessary. 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 Lot and shall maintain necessary ground cover in order to prevent erosion. Any and all dead trees and shrubbery must be removed at the Owner's expense.

2.7 Outside Antennas, Signs, and Lighting. Outside radio or television antennas shall not be erected on any Lot or structure with the exception that television satellite antennas may be erected, provided they are positioned to the rear of the rear building line of the residence and screened by plantings or approved fences so as not to be obvious or readily visible from the street and from any Lot. 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 six (6) 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 Lot

ARTICLE III. GENERAL PROVISIONS

3.1 Remedy on Violations. If the parties hereto, or any of their heirs, successors or assigns, shall violate, or attempt to violate, any of the covenants or restrictions herein it shall be lawful for the Declarant or any person or persons owning

or restriction, and to either prevent him or them from doing so or to recover damages for such violation.

3.2 Severability. If any one or more provisions of these Covenants 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 these Covenants shall not be affected thereby. Accordingly, in such event: (a) these Covenants shall be construed as if they 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.

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

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

3.5 Amendments. 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 Douglas County, Nebraska, duly executed and acknowledged by Owners of at least seventy-five percent (75%) of the Lots subject to these protective covenants and by Declarant if within five (5) years after the date of recording of these initial Covenants.

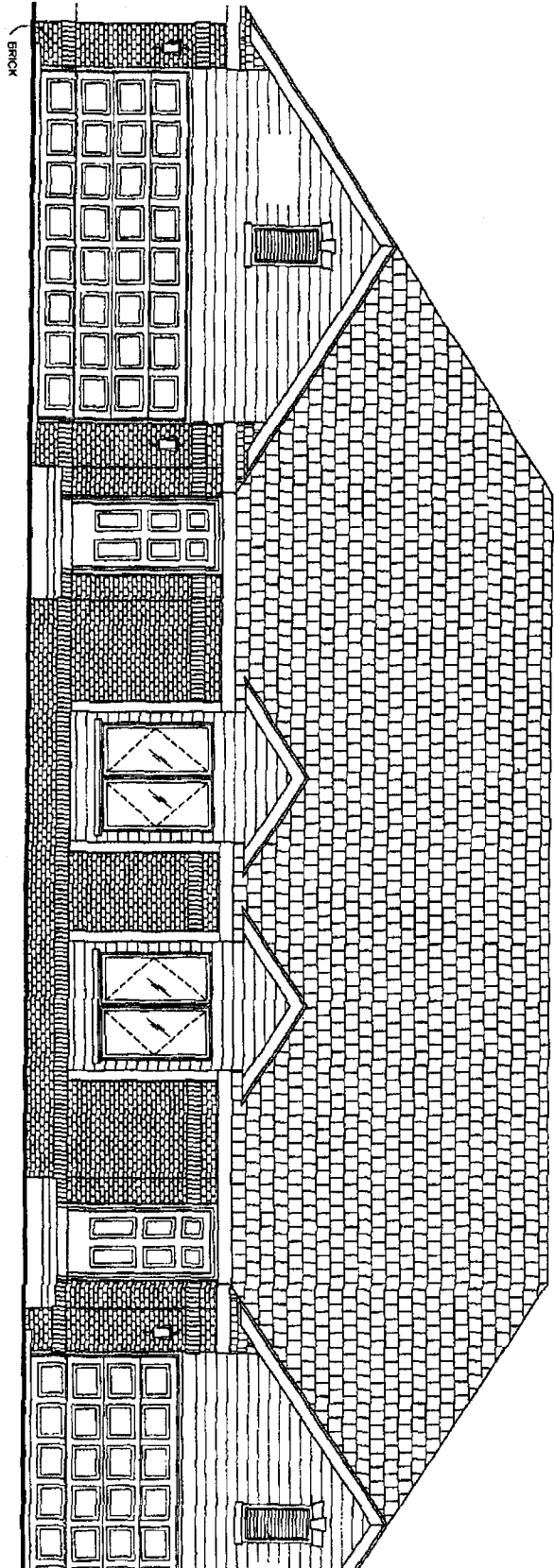
3.6 Any such amendment, supplement or modification may and shall expressly include any to effect subdividing each Lot into two lots, or Sublots, via a replatting, administrative subdivision and/or Minor Plat or Minor Replat that will be reasonable, necessary, or required to convey such Sublot in fee simple to the owner of each half of each Duplex on each said Sublot.

IN WITNESS WHEREOF, the Declarant has executed these covenants on this _____ day of July, 2005.

HILLSBOROUGH POINTE, L.L.C.,
a Nebraska limited liability company, "Declarant"

By:

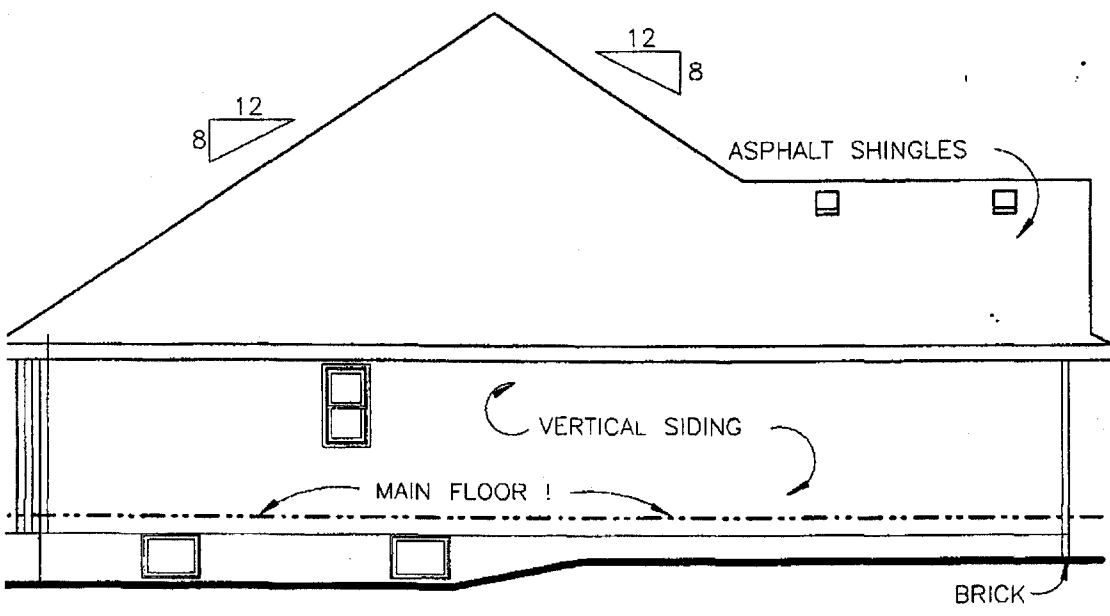




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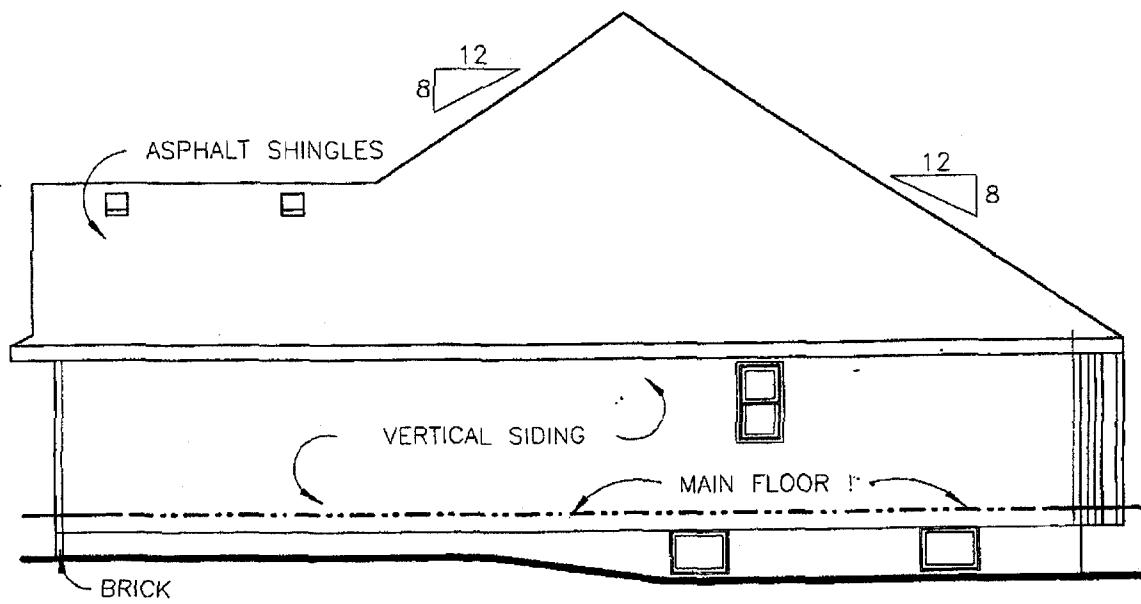
DESIGN BASICS, INC. IS A PROFESSIONAL RESIDENTIAL DESIGN FIRM LOCATED IN OMAHA, NE. BECAUSE SITE CONDITIONS MAY VARY DESIGN BASICS, INC. CANNOT WARRANT THE SUITABILITY OF THESE PLANS FOR USE ON YOUR SPECIFIC SITE. CONSTRUCTION FROM THESE PLANS

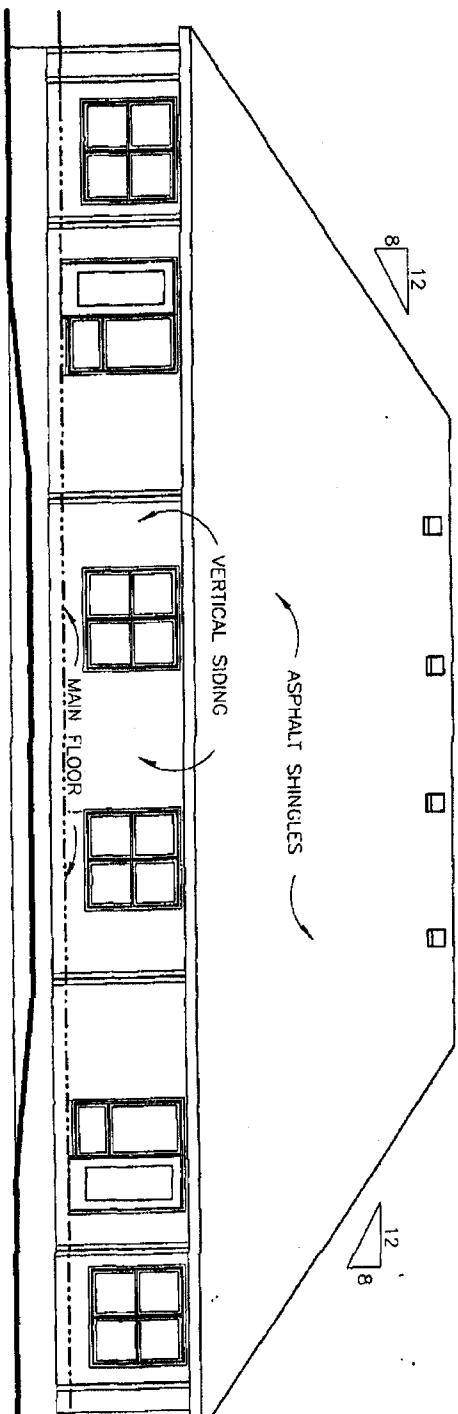


LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

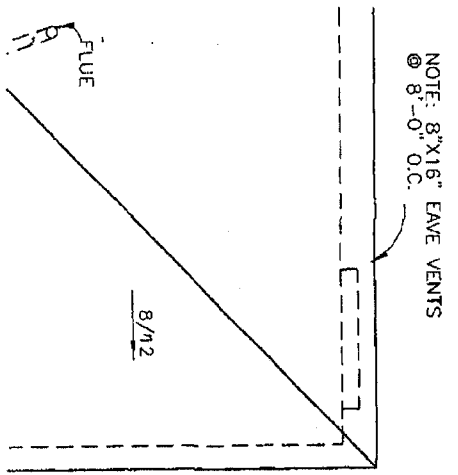
NOTE: SEE COVER PAGE FOR DOOR & WINDOW SCHEDULE





REAR ELEVATION

SCALE: 1/8" = 1'-0"



NOTE: 8"X16" EAVE VENTS
@ 8'-0" O.C.

8/12

FLUE

