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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THESE DECLARATIONS are made on the date shown on the close of this instrument by the parties who are at the close of this instrument, hereinafter collectively described as "Declarant/Developer."

WITNESSETH:

WHEREAS, Declarant/Developer is the owner of certain property in Sarpy County, Nebraska, more particularly described as follows:

Lots 1 through 11, Offutt Towers Replat 5, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska.

NOW, THEREFORE, Declarant/Developer hereby declares that the property hereinabove described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all of said real property and shall be binding on all parties having any right, title or interest in said Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

ARTICLE I DEFINITIONS

Section 1. "Owner" shall mean and refer to:

- (a) 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 such interest merely as security for the performance of an obligation, and
- (b) The purchaser, whether one or more persons or entities, under a recorded contract for the sale and purchase of a Lot, under which the Seller retains title solely as security for the performance of the Purchaser(s) obligation under the contract.

Section 2. "Properties" shall mean and refer to Lots 1 through 11, inclusive, in Offutt Towers Replat 5, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded, which is a replatting of Lots 8 and 9, Offutt Towers Replat, a subdivision in Sarpy County, Nebraska.

Section 3. "Lot" shall mean and refer to any of the 11 platted lots shown upon the recorded subdivision map of the Properties.

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Section 4. "Improved Lot" shall mean and refer to any Lot included within the Properties, upon which shall be erected a dwelling, the construction of which shall be at least eighty percent (80%) completed, according to the plans and specifications for construction of said dwelling. All other Lots, which shall be vacant or upon which shall be erected a dwelling, the construction of which shall be less than eighty percent (80%) completed, according to the plans and specifications for construction of said dwelling, shall be defined as "Unimproved Lots."

Section 5. "Declarant/Developer" shall mean and refer to all persons and entities signing this instrument and having a legal and/or beneficial ownership in the Properties.

ARTICLE II

RESTRICTIONS AND COVENANTS

Section 1. Residential Purposes Only. The Properties shall be used only for single-family, residential purposes.

Section 2. Restrictions on Construction. Construction or improvement of any residential Lot shall be subject to the following restrictions:

- a. Timing Upon Excavation. Construction of each dwelling or structure must be completed within one (1) year after excavation for footings.
- b. Building Setback Requirements. All setbacks, side yards and the minimum front, side and rear yard requirements shall conform to the City of Bellevue Zoning Districts.
- c. Minimum Dwelling Size. Each dwelling shall contain not less than the following square feet of finished living space (exclusive of porches, breezeways, and garages):
 - (1) Two Story: 1,000 square feet on first floor
 - (2) Ranch: 1,400 square feet
 - (3) One and One-half Story: 1,450 square feet
- d. Maximum Height. Maximum height for any building shall be two (2) stories.
- e. Roof. The roofing material for all dwellings shall consist of concrete or fiberglass shakes, tile, wood shakes, or minimum 340# asphalt shingles.
- f. Garages. Each residence shall include an enclosed garage for not less than two cars, nor more than five cars (attached or detached).

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- g. **Wiring.** All power and telephone service wires shall be buried underground.
 - h. **Drives.** Driveways shall be portland concrete or brick from the public roadway to the garages.
 - i. **Exposed Foundations.** Any exposed foundation on the front of all buildings shall be covered by brick or stone or a similar material.

Section 3. Noxious Activities. No noxious, offensive, illegal or life-threatening activity shall occur on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, 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 operations, and then only in as neat and inconspicuous a manner as possible. Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence.

Section 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 maintained, repaired or stored on any part of a lot for more than twenty (20) days within a calendar year unless such item is parked or stored in a building or on the rear one-half of the lot and in a manner so as not to be visible from neighboring properties. No motor vehicle may be parked 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, driveways or streets. However, this Section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All of the above shall also apply to any and all streets and rights-of-way.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised or kept on any Lot in the Properties, other than household pets, which shall be limited to two (2) per household. All pets shall be leashed when outside of the residential structure and patio area. No such pet shall be kept, bred or maintained for commercial purposes. All unpleasantries created by the household pet shall be the responsibility of the Owner. No exterior homes or shelters for household pets are permitted. Pets shall not be tied up in a yard. No dug runs or kennels may be installed on any Lot.

Section 6. Fences/Clothes Lines. No fences or enclosures of any type or nature whatsoever shall ever be constructed, erected, placed or maintained on any Lot within the Properties, unless such fences or enclosures shall have first been authorized in writing by the Architectural Committee. No clothes line or clothes hanger shall be constructed on any Lot or used on any Lot outside of a building located thereon, except in patio areas.

Section 7. Advertising. No advertising signs or billboards shall be permitted on any Lot with the exception of "for sale" or "for rent" signs, which shall not exceed four square feet in size. Nothing herein contained shall prevent the use of any Lot by Declarant/Developer as a

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sales and rental office, or as a model home or both, and while any Lot is so used, it shall have the right, for itself, or its nominee, to place signs on the premises advertising such office or model home, or both.

Section 8. Other Outbuildings. No structure of a temporary character, carport, trailer, basement, tent, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Offutt Towers Replat 5 without the written approval of the Architectural Committee. This shall not prevent the location of a temporary real estate and/or construction office on any Lot in the Properties for use during the period of construction and sale of the Properties, nor the construction of new houses, in whole or in part, off the premises for installation on the premises.

Section 9. Awnings. No awnings or sun screens of any type shall be affixed to any building or structure on any Lot without the written consent of the Association.

Section 10. Commercial Use. No property shall be used for commercial purposes, except for a sales and rental office for use during the period of construction and sale of the Properties.

Section 11. Vehicle Repairs. No automobile, motorcycle, truck or other vehicle shall be repaired or dismantled upon any Properties, except within an enclosed structure.

Section 12. Plantings. Not less than four (4) ornamental or deciduous shade trees must be planted on each residential Lot 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 Property 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.

Section 13. Maintenance. None of the land shall be used, in whole or in part, for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. All rubbish, trash and garbage shall be removed from the subdivision and, except for plant waste (leaves, branches, etc.), shall not be burned by open fire, incinerator, or otherwise, within the subdivision or any part thereof.

Section 14. 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 neighboring properties. No permanent signs, billboards, unsightly objects or

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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 adjacent property.

Section 15. Water Drainage. The Owner has created a water drainage plan by grading the Properties for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any lot graded, to interfere with such water drainage plan nor cause damage to the building or neighborhood buildings or lots.

Section 16. Construction Approval. No dwelling, fence, wall, driveway, patio, patio enclosure, swimming pool, outbuilding or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any lot, 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 structural improvement have been approved by the Architectural Committee in writing. Plans shall include site plans showing location of residence, other buildings and structures. Said plans shall include at least four (4) exterior elevations, exterior material, floor plan, foundation plan, plot plan, landscape plan, drainage plan and site lines. In the event Owner contemplates construction of a fence, such plans shall include the type of material to be used and the location thereof. Plans will not be returned to the Owner. The Architectural Committee 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 the Architectural Committee specifically reserves the right to deny permission to construct any type of structure or improvements which it determines will not conform to the master plan for the development of the subdivision. Within thirty (30) days of receipt of said plans, the Architectural Committee shall notify the Owner in writing of its approval of the plans, or disapproval with reasons therefor. Failure of the Architectural Committee to give either written approval or disapproval of the 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 not operate as approval of the plan as submitted. If notice of approval is not mailed within such period, the proposed improvement shall be deemed disapproved by Declarant/Developer. Until a residence has been constructed on all of the lots within said subdivision, the Architectural Committee shall consist of Dr. Richard H. Cordes, Wallace Hopkins, and Martha A. Rauth, or their designated representatives. After such time, the Architectural Committee shall consist of five (5) members, who shall be owners of Lots within the subdivision. Said members shall be elected annually by the Owners of the subdivision.

Section 17. Utility and Other Easements. A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, Qwest Communications and any other company which has been franchised to provide a cable television system in the area to be subdivided, its successors and assigns, to erect, operate, maintain, repair and renew underground poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electrical current for light, heat, power and for the transmission of signals and sounds of all kinds, including signals provided by cable television system and the reception on, over, through, under and across a five foot (5') wide strip of land

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abutting all front and side boundary lot lines; and an eight foot (8') wide strip of land abutting the rear boundary line of Lots 6 through 11, inclusive. The easement along Lots 2 through 5 shall be as follows:

A 10.00 foot wide strip of land lying within Lots 2, 3, 4, and 5, Offutt Towers Replat 5, a Subdivision in Sarpy County, Nebraska, the centerline of said 10.00 foot wide strip of land being described as follows: commencing at the SW corner of said Lot 2;

thence N00°09'57"E (assumed bearing) 43.00 feet on the West line of said Lot 2 to the point of beginning;

thence N86°30'25"E 78.35 feet;

thence N69°47'52"E 184.22 feet to the East line of said Lot 5 and the point of termination, said point being 132.00 feet from the NE corner of said Lot 5, with the outer limits of said 10.00 foot wide strip of land being extended to meet the West line of said Lot 2 and the East line of said Lot 5.

In addition, a perpetual easement is hereby reserved in favor of and granted to Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and remove pipeline, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water within said easement. No obstructions including, but not limited to, permanent buildings, trees, fences, retaining walls or loose rocks, shall be placed in the easements. All Owners of record, their families, tenants or other persons utilizing such easements will be respectful of said easements.

Section 18. Remedy on Violation. If the parties hereto, or any of their heirs, successors or assigns, shall violate, or attempt to violate, any of the easements, covenants, or restrictions herein, it shall be lawful for the Architectural Committee or any person or persons owning any other lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating, or attempting to violate, any such easement, covenant or restriction, and to either prevent him or them from doing so or to recover damages for such violation.

Section 19. Severability. If any one or more provisions of this Agreement 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 this Agreement shall not be affected thereby. Accordingly, in such event: (a) this Agreement shall be construed as if it 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.

Section 20. Binding on Successors. The 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 of recording, after which time they shall be automatically extended for successive periods of ten (10) years. Each of the covenants herein contained is several and

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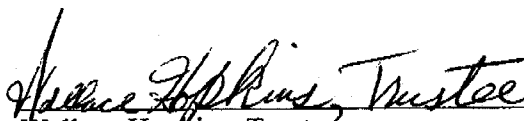
separate from the other covenants and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

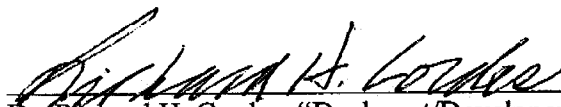
Section 21. Enforcement by Declarant/Developer. Nothing herein contained shall in any way be construed as imposing upon the Declarant/Developer any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

Section 22. Amendments. Until all of the lots have been sold and any residence constructed on the same, Declarant/Developer shall have the exclusive right to amend, modify or supplement all, or any portion of, these protective covenants from time to time by executing and recording one or more duly acknowledged amendments to protective covenants in the office of the Register of Deeds of Sarpy County, Nebraska. Thereafter, 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 Sarpy County, Nebraska, duly executed and acknowledged by owners of at least seventy-five percent (75%) of the lots subject to these protective covenants. Such amendments may include, among other things, the inclusion of additional properties to these protective covenants and extension of time for which these covenants are to run and the formation of a homeowners association with the right to levy assessments against each Lot for the purpose of promoting and maintaining the general aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustaining the association's business.

Section 23. Waiver for Hardship. Until such time as all Lots are improved, Declarant/Developer shall have the right, in the Declarant/Developer's discretion, to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

DATED this 16th day of October, 2003.


Wallace Hopkins, Trustee
"Declarant/Developer"

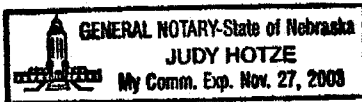

Dr. Richard H. Cordes, "Declarant/Developer"


Martha A. Rauth, "Declarant/Developer"

2003-62862 H

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 16th day of October, 2003,
by Wallace Hopkins, Dr. Richard H. Cordes, and Martha A. Rauth.



Judy Hotze

Notary Public