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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COTTONWOOD
LOTS 2 THROUGH 72, INCLUSIVE

THIS DECLARATION made on the date hereinafter set forth
by Cottonwood Limited Partnership, a Nebraska Limited Partnership,
hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the following
described real property:

Lots 2 through 72, inclusive, Cottonwood First
Addition, a subdivision as surveyed, platted and
recorded in Sarpy 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 hereof and they shall inure to the benefit of each owner
thereof.

ARTICLE I.

DEFINITIONS

A. "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.

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

C. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties.

D. "Declarant" shall mean and refer to Cottonwood Limited Partnership, its successors and assigns.

E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

ARTICLE II.

ARCHITECTURAL CONTROL

A. No dwelling, fence, other than fences constructed by Declarant, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, gazebo, tree house, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, air conditioning equipment, wind-generating power equipment, tool sheds, or other external improvements, above or below the surface or the ground shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any lot, nor shall any grading, excavation or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. Designs of a repetitive nature and/or within close proximity to one another will not be approved. Similar designs, forms, plans, styles, or motifs will be considered repetitive if they are not separated by at least two adjacent lots regardless of orientation. Superficial, cosmetic or minor architectural detail differences in like designs will not constitute a basis for approval. The Architectural Control Committee specifically reserves

the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or drawings:

1. Site plan indicating specific improvements and indicating lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

3. A. architectural review fee of Fifty (\$50.00) Dollars per improvement plan per lot may be charged. Said fee is subject to adjustment or waiver if so determined by the Architectural Control Committee. Additional review fees will be required for resubmissions for the same lot or alterations or additions to previously reviewed submittals. If construction has commenced on any lot without Architectural Control Committee approval, the review fee will be One Hundred (\$100.00) Dollars. The applicant name, address and telephone number shall appear on each set of plans submitted to the Architectural Control Committee. If applicant wishes that his plans be returned via the mail, he shall include with his submittal an additional Two (\$2.00) Dollars for postage and handling.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants, shall be in writing. Typically, approval or disapproval of the submittal shall

be made within five (5) working days. However, failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents and the fee required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans shall be deemed to be automatically approved.

ARTICLE III.

RESTRICTIONS FOR SINGLE-FAMILY RESIDENTIAL DWELLINGS

LOTS 2 THROUGH 72

A. The Lot shall be used only for single-family residential dwelling purposes and no Lot shall contain more than one (1) detached, single-family dwelling.

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single-family dwelling referred to above.

C. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it one hundred (100%) percent above grade on one side and essentially below grade on the other three (3) sides. All dwellings shall have attached, enclosed, side-by-side, two (2) car garages minimum, which must contain an area of four hundred (400) square feet.

D. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner lot, are to be similarly covered with

clay-fired brick or stone. Exposed portions of the foundation on the sides or rear not facing a street of a dwelling located on a corner lot and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

E. In the event that a fireplace is constructed as a part of a dwelling on any lot, and said fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the front, side or rear of the dwelling, or is exposed above the plane of the roof, the enclosure of the fireplace shall be constructed of, or finished with, clay-fired brick, stone or finished with the same material as is the dwelling at the point from which the fireplace and/or flue protrudes. Any unfinished protruding flue shall be painted and its unenclosed length shall not exceed twenty-four (24') inches in height.

The parts of all pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top gap of the flue to the point from which the flue emerges from the roof. All furnace flues must be located on the rear side of the roof ridge.

F. Fences shall be constructed only of wood, decorative iron, brick, stone or chain-link and are subject to the approval of the Architectural Control Committee referred to above. Temporary or permanent barbed wire, electrified, and/or snow fences shall not be permitted. Fences on rear lot lines of lots abutting 66th Street shall be six (6') foot high, board-on-board, cedar, unstained and unpainted. Specifications for such fence shall be secured from the Architectural Control Committee.

G. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said lot or used as a residence, temporarily or permanently. No prefabricated or factor built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any lot. No dwelling shall be moved from outside of the Properties onto any of said lots.

H. No primary flat or mansard roof shall be permitted on any dwelling.

I. Public sidewalks are the responsibility of, and shall be constructed by the then owner of a lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Papillion and any revisions thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the owners of each of the lots.

J. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements 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 neighboring buildings or lots.

K. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any lot. 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 that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept confined to the lot of their owner and are not permitted to run loose outside the lot of the owner.

L. No incinerator or trashburner shall be permitted on any lot. No garbage or trash can or contained 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 kinds whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. Exterior air conditioning condensing units or heat pump units normally shall be placed in the rear yard of the dwelling. Any approved side yard location shall be screened with approved material

and in no event closer than six (6') feet to the neighboring property line.

M. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any other part of the lot, outside of the garage for seven (7) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential lot shall not be used for the parking of any vehicle, boat, camper or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be operating condition.

N. All lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on lots when construction is started on the main residential structure intended for such lot. In addition, vacant lots where a home has not yet been built shall not be used for dumping or earth or grass clippings or any other waste materials and shall be maintained level and smooth enough for machine mowing.

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

P. 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, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

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

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R. Vegetable gardens shall be permitted only if maintained in the designated rear yard of any lot, behind the dwelling on said lot.

S. No residential dwelling shall be occupied by any person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

T. No advertising signs or posters of any kind shall be erected or placed on any of said lots, except the residential "for sale" signs not exceeding six (6') square feet in size, shall be permitted and provided further, that such restriction as to sign size shall not apply to any sign authorized or erected by the Declarant, or its agents, in the development of Cottonwood.

U. All driveways shall be constructed of concrete, brick or asphaltic concrete.

V. None of said lots shall be subdivided, split or in any manner combined with any other lot or portion of any other lot, unless the resulting parcel shall contain at least as much area as the smallest of the lots used in assembling the resulting parcel.

W. The front and side yards of all lots shall be sodded, and two (2) trees, each not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence, however, no trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the lot was completed.

ARTICLE IV.

EASEMENTS AND LICENSES

A. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, the City or County franchised cable television firm and to the Omaha Public Power District, 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 services and cable television

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under an eight (8') foot strip of land adjoining the rear boundary lines and a five (5') foot strip of land adjoining the boundary lines of said lots and license being granted for the use and benefit of all present and future owners of said lots; provided, however, that said lot line easement is granted upon the specific condition that if any said utility companies fail to construct wires or conduits along any of the said lot lines within thirty-six (36) months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual 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. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V.

COVENANTS RELATING TO TELEPHONE COMPANY

In the event that ninety (90%) percent of all of Lots 2 through 72, inclusive of Cottonwood are not improved within five (5) years from the date that Northwestern Bell Telephone Company shall have completed the installation of its distribution system for said Lots 2 through 72, inclusive, and filed notice of such completion ("Five Year Term"), then every lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty (\$450.00) Dollars by Northwestern Bell Telephone Company or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the City or other appropriate governmental authority.

Each development phase shall be considered separately in determining whether ninety (90%) percent of the lots within that Phase have been improved within the Five Year Term. Lots 2 through 72, inclusive, shall be considered a separate phase. In determining

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the date Northwestern Bell Telephone Company shall have completed the installation of its distribution system, each development phase shall also be considered separately.

Such charge shall be due and owing immediately upon the expiration of the Five Year Term and if such charge is not paid within sixty (60) days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve (12%) percent per annum, or the maximum rate allowed by law if said maximum rate is less than twelve (12%) percent per annum at the time.

ARTICLE VI.

GENERAL PROVISIONS

A. The Declarant, or its assigns, or any owner of a lot named herein shall have the right to enforce by proceeding at law 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 from 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.

B. 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 Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute 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 (90%) percent of the lots covered by this Declaration.

C. Invalidity 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.

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IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 2nd day of April, 1987.

Declarant:

COTTONWOOD LIMITED PARTNERSHIP, a
Nebraska Limited Partnership

By [Signature]
General Partner

By William R. Bowling
General Partner

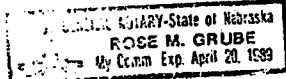
By Arthur M. Grube
General Partner

By [Signature]
General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, the undersigned Notary Public in and for said County and State appeared CHARLES A. POWELL, to me known to be a General Partner of Cottonwood Limited Partnership, a Nebraska Limited Partnership, and the identical person who executed the foregoing document and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said partnership.

WITNESS my hand and Notarial Seal this 1 day of April, 1987.

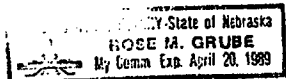


Rose M. Grube
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, the undersigned Notary Public in and for said County and State appeared WILLIAM R. BOWLING, to me known to be a General Partner of Cottonwood Limited Partnership, a Nebraska Limited Partnership, and the identical person who executed the foregoing document and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said partnership.

WITNESS my hand and Notarial Seal this 1 day of April, 1987.



Rose M. Grube
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

Before me, the undersigned Notary Public in and for said County and State appeared ARTHUR D. GRABBE, to me known to be a General Partner of Cottonwood Limited Partnership, a Nebraska Limited Partnership, and the identical person who executed the foregoing document and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said partnership.

WITNESS my hand and Notarial Seal this 1 day
of June, 1987.



Rose M. Kruebe
Notary Public

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

Before me, the undersigned Notary Public in and for said County and State appeared STEVEN A. HUFFMAN, to me known to be a General Partner of Cottonwood Limited Partnership, a Nebraska Limited Partnership, and the identical person who executed the foregoing document and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said partnership.

WITNESS my hand and Notarial Seal this 2nd day of April, 1987.



Erinice B. Campbell
Notary Public

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CONSENT

COMES NOW the undersigned, Wilchar, Inc., a Nebraska corporation, owners of Lots 2, 3, 4 and 7 of Cottonwood First Addition and consent to the above and foregoing Covenants and agree to be bound by their terms in all respects. This Consent made this 1st day of April, 1987.

WILCHAR, INC.

By Charles A. Paul

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

Before me, the undersigned Notary Public in and for said County and State appeared CHARLES A. PAUL, to me known to be the President of Wilchar, Inc., and the identical person who executed the foregoing Consent and acknowledged his execution to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal this 1 day of April, 1987.

Rose M. Grube
Notary Public

