



BK 1412 PG 570-579



MISC 2001 20358

RICHARD M. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE.

2001 DEC 12 PM 12:14

RECEIVED

H  
MSEE 82.0 FB 11-22-08  
10 BKP C/O COME B  
64 DEL SCAN LR PV

**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF LEGACY, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by LEGACY DEVELOPMENT, LLC, a Nebraska limited liability company, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

Lots 32 through 95, inclusive in Legacy, a mixed use subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "lots" and individually as each "Lot".

The residential Lots are located in Legacy, a mixed use subdivision situated south of West Center Road and west of 168<sup>th</sup> Street in Douglas County, Nebraska, and herein referred to as "Legacy".

The Declarant desires to provide for the preservation of the values and amenities of Legacy, for the maintenance of the character and residential integrity of Legacy, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Legacy.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots are, and each Lot is and shall be subject to all and each of the following conditions and other terms.

ARTICLE I.  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility or for a park.

2. No residence, building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, tree house, antenna, satellite receiving station or "discs", solar heating or cooling device, tool shed, wind mill, sunscreen, clothes line or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

a. An Owner desiring to erect an Improvement on any Lot shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address and/or fax number. One set of architectural plans will be returned to the builder. No surveyor certificates will be distributed until final plan approval has been given.

NOV 15 2001

8617

4 NLTA

b. Declarant shall review such plans in relation to the type and exterior of Improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall be developed residential community with homes constructed of high quality materials. The decisions to approve or refuse approval of a proposed Improvement shall be exercised by Declarant to promote development of the Lots and to protect the values, character and residential quality of all Lots. Atypical improvements and home designs such as dome houses, A-frame houses and log cabins will not be approved unless the Declarant determines that construction of these improvements will not be materially inconsistent with the scheme of development contemplated by this Declaration. If Declarant determines that the external design and location of the proposed Improvement does not conform with the standards or requirements of this Declaration, does not conform with the surrounding improvements and topography or will not protect and enhance the integrity and character of all the Lots and neighboring lots, if any, as a quality residential community, Declarant may refuse approval of the proposed Improvement.

c. Written Notice of any approval of a proposed Improvement shall be mailed or faxed to the owner at the address and/or fax number specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of approval is not mailed within such period, the proposed Improvement shall be deemed disapproved by Declarant.

d. No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to the approval or disapproval of any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

3. No single-family residence shall be created, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling that does not exceed two and one-half stories in height. Developers reserve the right to approve the construction of a carriage house on any one residential Lot. A minimum three (3) car garage is required. Side load garages are mandatory unless otherwise approved in writing by the Developer.

4. Minimum MAIN LEVEL Square Footage Requirements shall be as follows:

a.	Ranch	2,600 sf	
b.	1 1/2 Story	2,200 sf	
c.	Two Story	2,000 sf	on the main level

5. Setbacks for residential lots in Legacy, Zoned R-4, have been established based on lot location within the subdivision are outlined below:

**SETBACKS:**

- a. Minimum of 35' front setback for Lots 39-46, 55 and 81. All remaining lots will have a 45' front yard setback. A minimum 35' front yard setback is required for porticos constructed on lots with a 45' front setback.
- b. Interior side yard setbacks are a minimum of 12'
- c. Side yard facing a street is a minimum of 20'
- d. Owner of a Lot with existing trees must develop a site plan, for Declarant's review and approval, that retains as many trees as possible. Declarant may allow modifications to front, back and side yard setbacks if it is deemed necessary by Declarant.

6. All exposed foundation walls must be constructed of or faced with brick or stone or alternative as approved by the Declarant. All exterior front walls of all main residential structures must be substantially covered with brick or stone. All exterior side walls that are not covered with brick or stone must have horizontal siding or E.I.F.S. (Exterior Insulation Finish System). Approved colors for all other exterior materials of any improvement shall be of white, off-white or earth tone. No vinyl or aluminum siding will be permitted. All driveways must be constructed of concrete, brick, paving stone, or laid stone. No asphalt driveways will be approved. Driveway approaches must have a curb cut. Curb grinding is not approved. Fireplace chimneys shall be covered with brick, or other material approved in writing by Declarant. The roof of all Improvements shall be covered with wood cedar shakes or earth tone tile, red clay tile or slate as approved by Declarant. Hardboard, pressed wood, bonded wood, and the like will not be approved by Declarant for coverage of any roof. All tie walls must be of brick, concrete, concrete pavers or other approved interlocking materials. No wood/railroad tie walls will be allowed.

7. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any Lot or any resident thereof.

8. No exterior television or radio antenna, satellite receiving disc, or exterior solar heating or cooling device of any sort shall be permitted on any Lot, except that DSS format receiving discs may be approved by Declarant if the disc element is less than twenty (20) inches in diameter, not visible by public view and properly screened.

9. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

10. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 8 shall not apply to trucks, tractors or commercial vehicles that are necessary for the construction of residential dwellings or other Improvements during the period of construction. All Lots shall provide at least the minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska.

11. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time. Produce or vegetable gardens may only be planted and maintained in rear yards.

12. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

13. The Declarant shall establish a uniform design for brick and wrought iron fences on all Lots with such uniform design to consist exclusively of wrought iron and/or wrought iron and brick columns

unless another design or material is approved in writing by the Declarant. No fences or walls shall exceed a height of six (6) feet unless otherwise approved by Declarant. No chain link or wooden fences will be approved.

14. No swimming pool may extend more than one foot above ground level. Plans must be submitted for written approval by the Developer.

15. Construction of any Improvement shall commence within fourteen (14) months of closing of the residential Lot and be completed within eighteen (18) months from the date of commencement of excavation or construction of the Improvement. No dirt shall be brought on to any Lot to changes the grades established by the Declarant other than as may be consistent with a landscaping plan approved by Declarant.

16. Commencing with completion of construction of any Improvement on a Lot, a public sidewalk constructed of concrete five (5) feet wide by four (4) inches thick in a location and design as directed by the Declarant shall be installed and maintained in front of each Lot and upon each street side of each corner Lot. The sidewalk shall be placed a minimum of five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

17. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches will be permitted.

18. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except for one dog house constructed for one (1) dog; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns. Dog houses shall only be allowed adjacent to the rear of the building, concealed from public view. No dog runs or kennels may be constructed or installed on any Lot unless written approval of Declarant.

19. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

20. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

21. No structure of a temporary character, carport, detached garage, trailer, basement, tent, storage shed, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. Pool and bath houses may be approved by the Declarant as an Improvement pursuant to Paragraph 2 of this Article. No structure or dwelling shall be moved from outside Legacy to any Lot without the written approval of Declarant.

22. All utility service lines from each lot line to a dwelling or other Improvement shall be underground.

22. All mailboxes in Legacy will be identical in design and will match that of the entry monuments.

ARTICLE II.  
HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of LEGACY HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation (hereinafter referred to as the "Association"). The Association has as its purpose the promotion of the health, safety, recreation, welfare and enjoyment of the residents of Legacy, including:

a. The acquisition, construction, landscaping, improvement, equipment, maintenance, operation, repair, upkeep and replacement of Common Facilities for the general use, benefit and enjoyment of the Members. Common Facilities may include recreational facilities such as swimming pools, tennis courts, health facilities, playgrounds and parks; dedicated and nondedicated roads, paths, ways and green areas; and signs and entrances for Legacy. Common Facilities may be situated on property owned or leased by the Association, on private property subject to an easement in favor of the Association, or on public property, or on property dedicated to a Sanitary Improvement District.

b. The promulgation, enactment, amendment and enforcement of rules and regulations relating to the use and enjoyment of any Common Facilities, provided always that such rules are uniformly applicable to all Members. The rules and regulations may permit or restrict use of the Common Facilities by Members, their families, their guests, and/or by other persons, who may be required to pay a fee or other charge in connection with the use or enjoyment of the Common facility.

c. The exercise, promotion, enhancement and protection of the privileges and interests of the residents of Legacy; and the protection and maintenance of the residential character of Legacy.

2. Membership and Voting. Legacy initially contains sixty-four (64) single family residential Lots (referred to as the "Lots"). The "Owner" of each Lot shall be a Member of this Association. For purposes of this Declaration, the term "Owner" of a Lot means and refers to the record owner, whether one or more persons or entities, of fee simple title to a Lot, but excluding, however, those parties having any interest in any of such Lot merely as security for the performance of an obligation (such as a contract seller, the trustee or beneficiary of a deed of trust, or a mortgagee). The purchase of a Lot under a land contract or similar instrument shall be considered to be the "Owner" of the Lot for purposes of this Declaration. Membership shall be appurtenant to ownership of each Lot, and may not be separated from ownership of each Lot.

The Owner of each Subdivision Lot, whether one or more persons and entities, shall be entitled to one (1) vote on each matter properly coming before the Members of the Association, except that Declarants shall have five (5) votes for each lot owned until the total number of lots owned by non-Declarants equals 80% of the total number of lots included in the Association, at which time all lots shall be entitled to one vote.

3. Purposes and Responsibilities. The Association shall have the powers conferred upon not for profit corporations by the Nebraska Nonprofit Corporation Act, and all powers and duties necessary and appropriate to accomplish the Purposes and administer the affairs of the Association. The powers and duties to be exercised by the Board of Directors, and upon authorization of the Board of Directors by the Officers, shall include but shall not be limited to the following:

- a. The acquisition, development, maintenance, repair, replacement, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.
  - b. A permanent maintenance and construction easement along the rear lot line of Lots 32 through 35 which back up to the lake area.
  - c. The landscaping, mowing, watering, repair and replacement of parks and other public property and improvements on parks or public property within or near Legacy.
  - d. The fixing, levying, collecting, abatement and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.
  - e. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty, and purchase of liability insurance coverages for the Association, the Board of Directors of the Association and the Members.
  - f. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.
  - g. The acquisition by purchase or otherwise, holding, or disposition of any right, title or interest in real or personal property, wherever located, in connection with the affairs of the Association.
  - h. The deposit, investment and reinvestment of Association funds in bank accounts, securities, money market funds or accounts, mutual funds, pooled funds, certificates of deposit or the like.
  - i. The employment of professionals and consultants to advise and assist the Officers and Board of Directors of the Association in the performance of their duties and responsibilities for the Association.
  - j. General administration and management of the Association, and execution of such documents and doing and performance of such acts as may be necessary or appropriate to accomplish such administration or management.
  - k. The doing and performing of such acts, and the execution of such instruments and documents, as may be necessary or appropriate to accomplish the purposes of the Association.
1. Mandatory Duties of the Association. The Association shall maintain and repair the fences and signs which have or will be installed by Declarant in Legacy, in good repair and neat condition.
  2. Imposition of Dues and Assessments. The Association may fix, levy and charge the owner of each Subdivision Lot with dues and assessments (herein referred to respectively as "dues and assessments") under the following provisions of this Declaration. Except as otherwise specifically provided, the dues and assessments shall be fixed by the Board of Directors of the Association and shall be payable at the times and in the manner prescribed by the Board.
  3. Abatement of Dues and Assessments. Notwithstanding any other provision of this Declaration, the Board of Directors may abate all or part of the dues or assessments due in respect of any Subdivision

Lot, and shall abate all dues and assessments due in respect of any Subdivision Lot during the period such Subdivision Lot is owned by the Declarant.

4. Liens and Personal Obligations for Dues and Assessments. The assessments and dues, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of each Subdivision Lot at the time when the dues or assessments first become due and payable. The dues and assessments, together with interest thereon, costs and reasonable attorneys' fees, shall also be a charge and continuing lien upon the Subdivision Lot in respect of which the dues and assessments are charged. The personal obligation for delinquent assessments shall not pass to the successor in title to the Owner at the time the dues and assessments become delinquent unless such dues and assessments are expressly assumed by the successors, but all successors shall take title subject to the lien for such dues and assessments, and shall be bound to inquire of the association as to the amount of any unpaid assessments or dues.

5. Purpose of Dues. The dues collected by the Association may be committed and expended to accomplish the purposes of the Association described in Section 1 of this Article, and to perform the Powers and Responsibilities of the Association described in Section 3 of this Article.

6. Annual Dues. The Board of Directors may establish annual dues in such amount as deemed necessary to carry out the purposes and responsibilities of the Association.

7. Assessment for Extraordinary Costs. In addition to the dues, the Board of Directors may levy an assessment or assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement or replacement of any Common Facility, including fixtures and personal property related thereto, and related facilities. The aggregate assessments in each calendar year shall be limited in amount to Two Hundred and no/100 Dollars (\$200.00) per division Lot.

8. Excess Dues and Assessments. With the approval of sixty percent (60%) of the Members of the Association, the Board of Directors may establish dues and/or assessments in excess of the maximums established in this Declaration.

9. Uniform Rate of Assessment. Assessments and dues shall be fixed at a uniform rate as to all Subdivision Lots, but dues may be abated as to individual Subdivision Lots, as provided in Section 5, above.

10. Certificate as to Dues and Assessments. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues and assessments on a specified Subdivision Lot have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof. The dues and assessment shall be and become a lien as of the date such amounts first become due and payable.

11. Effect of Nonpayment of Assessments - Remedies of the Association. Any installment of dues or assessment which is not paid when due shall be delinquent. Delinquent dues or assessment shall bear interest from the due date at the rate of sixteen percent (16%) per annum, compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Subdivision Lot or Subdivision Lots, and pursue any other legal or equitable remedy. The Association shall be entitled to recover as a part of the action and shall be indemnified against the interest, costs and reasonable attorneys' fees incurred by the Association with respect to such action. No Owner may waive or otherwise escape liability for the charge and lien provided for herein by nonuse of the Common Area or abandonment of his Subdivision Lot. The mortgagee of any Subdivision Lot shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Association shall assign to such mortgagee all of its rights with respect to

such lien and right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Association.

12. Subordination of the Lien to Mortgagee. The lien of dues and assessments provided for herein shall be subordinate to the lien of any mortgage, contract or deed of trust given as collateral for a home improvement or purchase money loan. Sale or transfer of any Subdivision Lot shall not affect or terminate the dues and assessment lien.

### ARTICLE III. EASEMENTS AND DEDICATIONS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Qwest telephone company, and any company which has been granted a franchise to provide a cable television system within the Lots, Metropolitan Utilities Company, and Sanitary and Improvement District No. 459 of Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and for the transmission of signals and sounds of all kinds including signals provided by a cable television system and the reception on, over, through, under and across a five (5) foot wide strip of land abutting the front and the side boundary lines of the Lots; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior Lots and all exterior lots that are adjacent to presently platted and recorded Lots; and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior Lots that are not adjacent to presently platted and recorded Lots. The term exterior Lots is herein defined as those Lots forming the outer perimeter of the Lots. The sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when such adjacent land is surveyed, platted and recorded.

2. A perpetual easement is further reserved for the Metropolitan Utilities District of Omaha, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes, hydrants and other related facilities and to extend therein pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul-de-sac streets; this license being granted for the use and benefit of all present and future owners of these Lots; provided, however, that such licenses and easements are granted upon the specific conditions that if any of such utility companies fail to construct such facilities along any of such Lot lines within thirty-six (36) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then such easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easement ways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein.

In the event that ninety percent (90%) of all Lots within the Subdivision are not improved within five (5) years after the date on which Qwest files notice that it has completed installation of telephone lines to the Lots in the subdivision (herein the "Subdivision Improvement Date"), then Qwest may impose a connection charge on each unimproved Lot in the amount of Four Hundred Fifty and no/100 Dollars (\$450.00). A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on a Lot. Construction shall be considered as having commenced if a footing inspection has been requested on the Lot in question by officials of the City or other appropriate governmental authority.

Should such charge be implemented by Qwest and remain unpaid, then such charge may draw interest at the rate of twelve percent (12%) per annum commencing after the expiration of sixty (60) days from the time all of the following events shall have occurred: (1) the Subdivision Improvement Date, and (2) Qwest



sends each owner of record a written statement or billing for Four Hundred Fifty and no/100 Dollars (\$450.00) for each unimproved Lot.

4. Other easements are provided for in the final plat of Legacy subdivision which is filed in the Register of Deeds of Douglas County, Nebraska (Book 2180, Page 570).

5. Declarant shall dedicate by way of a warranty deed Outlots B, C, D, E, F, G, and H to the Legacy Homeowners' Association.

ARTICLE IV.  
GENERAL PROVISIONS

Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of 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.

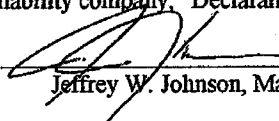
The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Legacy Development, L.L.C., a Nebraska limited liability company, or any person, firm, corporation, partnership, or entity designated in writing by Legacy Development, L.L.C., a Nebraska limited liability company for a period of five (5) years from the date hereof. Amendments made to this Declaration by Declarant shall be in a manner that is reasonably consistent with and generally upholds the intended character of the subdivision. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than sixty percent (60%) of the Lots covered by this Declaration.

Legacy Development, L.L.C., a Nebraska limited liability company, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the Association may appoint itself or another entity, association or individual to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

Invalidation of any covenant 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 9<sup>th</sup> day of August, 2001.

LEGACY DEVELOPMENT, L.L.C., a Nebraska limited liability company, "Declarant"

By:   
Jeffrey W. Johnson, Managing Member

STATE OF NEBRASKA            )  
  ) ss.:  
COUNTY OF DOUGLAS

On this 9th day of August, 2001 before me, a Notary Public in and for said County and State, personally appeared the above named Jeffrey W. Johnson, Managing Member, personally known to me to be the identical person(s) who executed the above and foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed.

Carole J. Hunsley  
Notary Public





MISC 2003165838

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



SEP 03 2003 09:12 P 2

RECEIVED

JD

*F* *1146 - 1500 - MT - 22268*  
*2/10* *3*

FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF LEGACY, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA

This First Amendment to Declaration is made on the date hereinafter set forth by LEGACY DEVELOPMENT, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant."

PRELIMINARY STATEMENT

By Declaration for Legacy, a Subdivision in Douglas County, dated December 12, 2001, and recorded in Book 1412, Page 570 through 579 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (herein referred to as the "Declaration"), Declarant subjected the following described Lots to restrictions, covenants, conditions and easements:

Lots 39 through 46, inclusive, and Lots 38 and 47 in Legacy, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Article IV, Paragraph 2 of the Declaration provides as follows:

The covenants and restriction of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by Legacy Development, L.L.C., a Nebraska limited liability company or any person, firm, corporation, partnership, or entity designated in writing by Legacy Development, L.L.C., a Nebraska limited liability company for a period of five (5) years from the date hereof. Amendments made to this Declaration by Declarant shall be in a manner that is reasonably consistent with and generally upholds the intended character of the subdivision. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than sixty percent (60%) of the Lots covered by this Declaration.

Declarant does hereby substitute, amend and restate the Declaration in the following particulars only:

a. The Declarant does hereby restate and substitute for Article I, Paragraph 16.

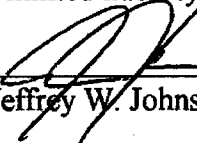
16. Commencing with completion of construction of any Improvement on Lot 32 through 37, inclusive, and Lots 48 through 95, inclusive, a public sidewalk constructed of concrete five (5) feet wide by four (4) inches thick in a location and design as directed by the Declarant shall be installed and maintained in front of each Lot and upon each street side of each corner Lot. On Lots 39 through 46, inclusive, a public sidewalk constructed of concrete four (4) feet wide by four (4) inches thick in a location and design as directed by the Declarant shall be installed and maintained in front of each Lot. On Lots 38 and 47 a public sidewalk constructed five (5) feet wide by four (4) inches

thick in a location and design as directed by the Declarant shall be installed and maintained on the Valley Drive side of each Lot and a public sidewalk four (4) feet wide by four (4) inches thick in a location and design as directed by the Declarant shall be installed on the side yard facing 172<sup>nd</sup> Circle on Lots 38 and 47 to coincide with the four (4) feet wide sidewalks on Lots 39 through 46, inclusive. The sidewalk shall be placed a minimum of five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

b. The Declaration is in all other matters ratified and affirmed.

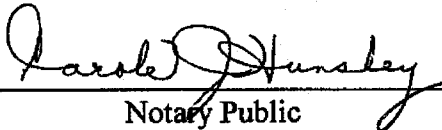
The Declarant has executed this First Amendment to Declaration as of this 4<sup>th</sup> day of August, 2003.

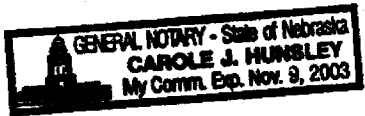
LEGACY DEVELOPMENT, L.L.C., a Nebraska limited liability company, "Declarant"

By:   
Jeffrey W. Johnson, Managing Member

STATE OF NEBRASKA            )  
  ) ss.:  
COUNTY OF DOUGLAS        )

On this 4<sup>th</sup> day of August, 2003, before me, a Notary Public in and for said County and State, personally appeared the above named Jeffrey W. Johnson, Managing Member, personally known to me to be the identical person(s) who executed the above and foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed.

  
Notary Public



# LEGACY

## LOT 2 THRU 95, AND OUTLOTS A THRU I, INCLUSIVE LOTS 12 THRU 31, INCLUSIVE AND OUTLOT I ARE A CLUSTER SUBDIVISION PART OF THE NE 1/4 AND NW 1/4, SECTION 33, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA

RECEIVED  
81 MAY 16 PM 2:09  
DEPT. OF REVENUE

- NOTES
- 1. NO ACCESS WILL BE ALLOWED TO WEST CENTER ROAD FROM LOTS 2, 3, AND 11.
  - 2. ALL VALUET RANGES EXCEPT LOTS 23 THRU 25, INCLUSIVE, LOTS 3 AND 11, ALONG TO LUNA STREET FROM LOTS 3 AND 16 AND LOTS 16 THRU 18, AND LOTS 17 AND 22.
  - 3. ACCESS TO LUNA STREET FROM LOTS 4 AND 5 SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS: ACCESS SHALL BE LIMITED TO THE PORTION OF LUNA STREET SHOWN ON THE CONDITIONS APPROVED BY THE CITY OF OMAHA.
  - 4. NO ACCESS WILL BE ALLOWED TO ONE DRIVE FROM LOTS 12, 19 AND 31.
  - 5. ALL EASEMENTS WILL BE GRANTED TO S.D. CO.
  - 6. ALL VALUET RANGES EXCEPT LOTS 23 THRU 25, INCLUSIVE, LOTS 3 AND 11, ALONG TO LUNA STREET FROM LOTS 3 AND 16 AND LOTS 16 THRU 18, AND LOTS 17 AND 22.
  - 7. ACCESS TO LUNA STREET FROM OUTLOT I WILL BE RESTRICTED TO RIGHT-OUT UPON FUTURE IMPROVEMENTS TO LUNA STREET.

COUNTY ENGINEERS CERTIFICATE  
THIS PLAN OF LOTS 12 THRU 31, INCLUSIVE AND OUTLOT I, WAS REVIEWED BY THE COUNTY ENGINEERS OF DOUGLAS COUNTY, NEBRASKA, ON THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D., AND AS TO THE MATTER HEREIN SET FORTH, THEY CERTIFY THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE NEBRASKA SUBDIVISION ACT, AND THAT THE SAME ARE IN ACCORD WITH THE PROVISIONS OF THE SUBDIVISION ACT, AND THAT THE SAME ARE IN ACCORD WITH THE PROVISIONS OF THE NEBRASKA SUBDIVISION ACT, AND THAT THE SAME ARE IN ACCORD WITH THE PROVISIONS OF THE NEBRASKA SUBDIVISION ACT, AND THAT THE SAME ARE IN ACCORD WITH THE PROVISIONS OF THE NEBRASKA SUBDIVISION ACT.

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
DORIS J. WITTE, CITY ENGINEER  
*Doris J. Witte*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

PERSONAL OF CITY ENGINEER OF OMAHA  
I HEREBY APPROVE THIS 11<sup>TH</sup> DAY OF JANUARY, 2000, A.D.  
HENRY TRAPIKOS, CITY ENGINEER  
*Henry Traikos*

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

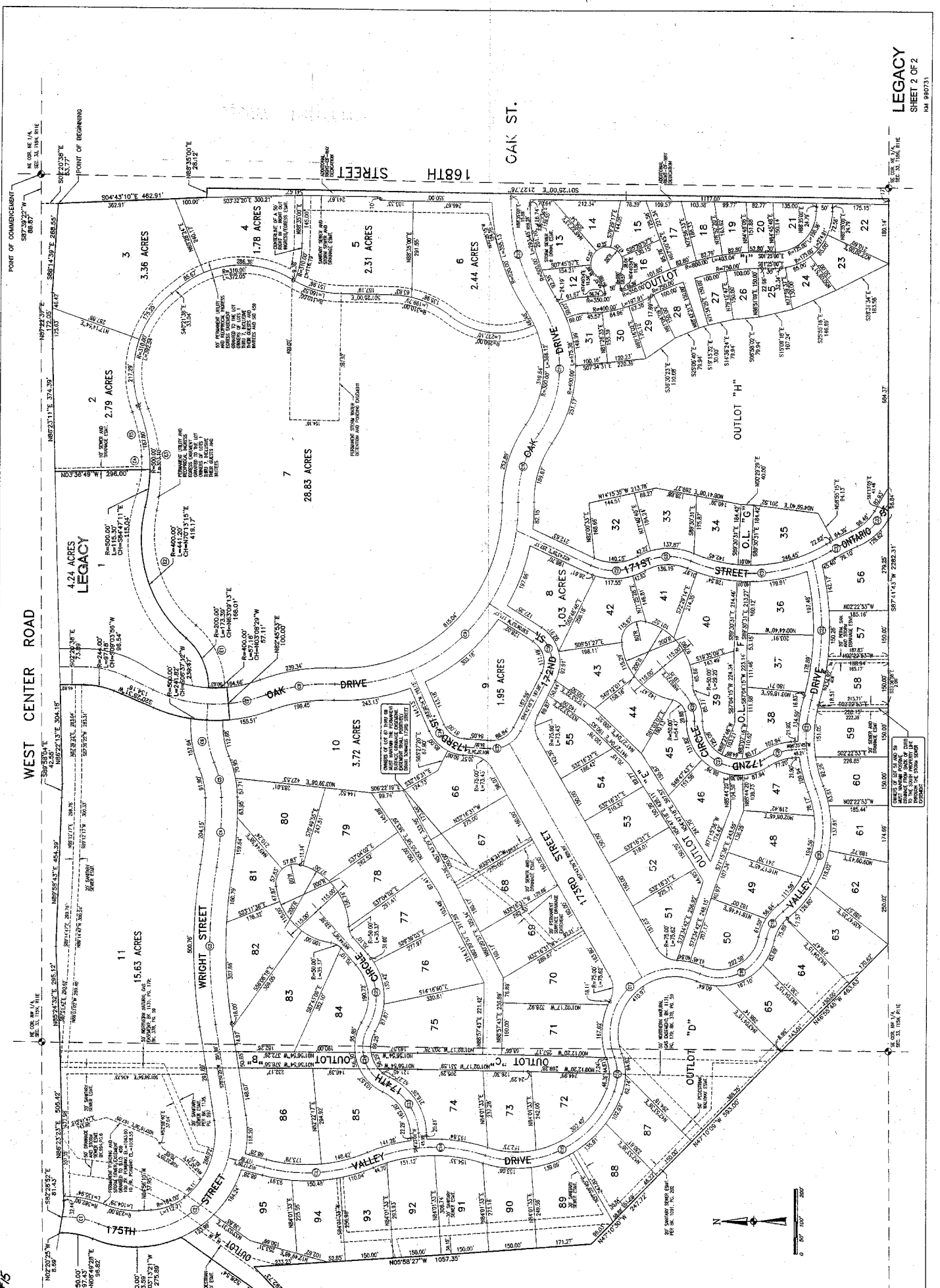
SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL

SEAL  
SEAL  
SEAL



15

NO 207 25' W  
8.69'  
P=500.00'  
CH=102.49229'E  
96.62'  
P=500.00'  
L=283.59'  
CH=103.523' W  
21.038'

NO 207 25' E  
81.43'  
S 82 29 52' E  
595.14'  
N 82 22 13' E  
304.15'  
S 82 22 13' E  
304.15'  
S 82 22 13' E  
304.15'  
S 82 22 13' E  
304.15'

NO 207 25' W  
8.69'  
P=500.00'  
CH=102.49229'E  
96.62'  
P=500.00'  
L=283.59'  
CH=103.523' W  
21.038'

NO 207 25' W  
8.69'  
P=500.00'  
CH=102.49229'E  
96.62'  
P=500.00'  
L=283.59'  
CH=103.523' W  
21.038'

NO 207 25' W  
8.69'  
P=500.00'  
CH=102.49229'E  
96.62'  
P=500.00'  
L=283.59'  
CH=103.523' W  
21.038'

NO 207 25' W  
8.69'  
P=500.00'  
CH=102.49229'E  
96.62'  
P=500.00'  
L=283.59'  
CH=103.523' W  
21.038'

NO 207 25' W  
8.69'  
P=500.00'  
CH=102.49229'E  
96.62'  
P=500.00'  
L=283.59'  
CH=103.523' W  
21.038'

NO 207 25' W  
8.69'  
P=500.00'  
CH=102.49229'E  
96.62'  
P=500.00'  
L=283.59'  
CH=103.523' W  
21.038'

LEGACY  
SHEET 2 OF 2  
RAW 890731