

BOOK 800 PAGE 546

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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

DECLARATIONS  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NELSON'S CREEK SUBDIVISION

THIS DECLARATION, made on this date hereinafter set forth by JACOBS LIMITED PARTNERSHIP, a Nebraska Limited Partnership organized under and subject to the Uniform Limited Partnership Act of Nebraska, hereinafter referred to as the "Declarant".

WITNESSETH:

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

Lot 1 through Lot 189 Nelson's Creek Subdivision, in the County of Douglas, State of Nebraska,

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

WHEREAS, the Declarant will convey said lots, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

DEFINITIONS

"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.

"PROPERTIES" shall mean and refer to all such properties that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1 through 189, inclusive, in Nelson's Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

"LOT" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties, including lots and outlots.

"DECLARANT and DEVELOPER" shall mean and refer to Jacobs Limited Partnership, a Nebraska Limited Partnership, its successors and assigns.

"ARCHITECTURAL CONTROL COMMITTEE" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

NOW, THEREFORE, the Declarant hereby declares that each and all of the lots shall be held, sold and conveyed subject to the following conditions, covenants, restrictions and easements, all

1. SINGLE FAMILY RESIDENTIAL. Each lot shall be used exclusively for single-family residential purposes, except for such lots or portions thereof as may hereinafter be conveyed or dedicated by Declarant, or it's successors or assigns, for use for a church, school or park, or for other non-profit use(s).

2. SET-BACKS. All set-backs, side yards and rear yard requirements shall be in conformity with applicable laws and ordinances. All structures, including driveways, sidewalks and patios placed upon any lot shall conform to the zoning requirements and the building code requirements of the City of Omaha.

3. NOXIOUS OR OFFENSIVE ACTIVITY PROHIBITED. 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. Further, home occupations, as defined in the zoning ordinances of the Municipal Code of the City of Omaha, Nebraska shall not be permitted to take place within any of the residential dwellings.

#### BUILDING REQUIREMENTS

4. AREA. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports and garages of less than the following: a two-story dwelling house constructed on any of said residential lots shall have a minimum of 2,100 square feet, exclusive of the basement area, with a first floor area, above the basement area, of not less than 1,050 square feet with an attached garage on the first floor level. No such two-story dwelling house shall have a garage on the basement floor level. A one story dwelling house shall have a total area of not less than 1,500 square feet with an attached garage on the first floor level above the basement level, and shall not contain a garage on the basement floor level. Dwelling houses constructed on a split-entry plan, or a split-level plan shall contain a total of not less than 1,600 square feet on the main level. Dwelling houses constructed on a tri-level plan shall have a total area of not less than 1,750 square feet. That said areas are exclusive of porches or attached garages. Each house shall have a garage for not less than two automobiles. The maximum height of a dwelling shall be two stories. A basement is not considered a story if it is 100% above grade on one side and essentially below grade on the other three sides; if the basement is more exposed above grade, it is a story. Area means finished habitable space measured to the exterior of the enclosing walls, and does not include porches, breezeways, courtyards, patios, basements, garages or carports.

5. ROOF. All dwellings shall be roofed with wood shakes or wood shingles. Except that application may be made for

7. SODDING. Within one year after construction is initiated, the front, side and rear yards of all Lots shall be sodded, and one tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. 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 four (4) months from the date the dwelling on the Lot was completed.

8. SIDEWALKS. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

9. DRIVEWAYS. 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.

10. SWIMMING POOLS. No swimming pool shall be permitted which extends more than one foot above ground level.

11. ARCHITECTURAL CONTROL COMMITTEE. 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. 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 three adjacent lots regardless of orientation. Superficial, cosmetic or minor architectural detail differences in like designs will not constitute a basis for approval.

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:

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 dollars (\$100.00). The applicant's 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 dollars (\$2.00) for postage and handling. These fees may be waived on individual basis by the Architectural Control Committee.

The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. 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 operate to release such Lot from the provisions of foregoing provision.

12. PROHIBITIONS. 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 which are necessary for the construction of residential dwellings during their period of construction. All residential 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.

No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container 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 kind 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 are required. No clotheslines shall be permitted outside of any dwelling.

Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be 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.

#### EASEMENTS

13. POWER AND TELEPHONE EASEMENTS. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew underground conduit and wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message service below a five foot (5') strip of land adjoining the rear and side boundary lines of said Lots in said addition; said license is granted for the use and benefit of all present and future owners of Lots in said addition; provided, however, that said side Lot easement is granted upon the specific condition that if both of said utility companies fail to construct underground conduit and wires along any of said Lot lines within thirty-six (36) months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, such side Lot easement shall automatically terminate as to such unused or abandoned easement ways and provided further, the above easement is subject to the right of Developer to install or contract for the installation of lines for cable television within the above described easement area as set forth in paragraph 14 below.

All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

14. CABLE TELEVISION LINE EASEMENTS. A perpetual license and easement is hereby reserved in favor of the Developer, its successors and assigns, to erect, operate, maintain, repair and renew, or contract for the erection, installation, operation, maintenance and repair of underground conduit, wires and/or cable for the carrying and transmission of cable television service buried within a five foot (5') strip of land adjoining the rear and side boundary lines of said Lot in said addition, said license is granted for the use and benefit of all present and future owners of Lots in said addition; provided, however, that said side Lot easement is granted upon the specific condition that if cable television lines are not installed along any of said Lot lines within forty-eight (49) months of the date hereof, or if any underground television cable lines are constructed but are thereafter removed without replacement within sixty (60) days after removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

15. NOTICE OF POTENTIAL TELEPHONE EASEMENTS.

Each development phase of Nelson's Creek Subdivision shall be considered separately in determining whether ninety percent (90%) of the Lots within that Phase have been improved within the Five Year Term. In determining the date Northwestern Bell Telephone Company shall have completed the installation of it's 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 percent (12%) per annum, or the maximum rate allowed by law if said maximum rate is less than twelve percent (12%) per annum at that time.

16. EASEMENTS FOR ENTRANCE AND DEVELOPMENT SIGNS. The Nelson's Creek Homeowners Association shall have an easement on portion of Lots 1, 30, and 40 and on outlots 1 and 2 for placement and maintenance of entry signs showing the Subdivision. Said easements are as shown on surveyors certificate.

17. NELSON'S CREEK HOMEOWNER'S ASSOCIATION. All of the involved property is and will be through January 10, 2011, included in membership in Nelson's Creek Homeowner's Association as a benefit or burden running with and as a charge upon the ownership of any of the lots and parcels contained in said property.

The Association will have the right, in general, without any part of its earnings inuring to the private benefit of its members, to promote and sustain their business, welfare and otherwise provide for their mutual interest by maintenance of public facilities, whether streets, medians or similar property and by acquiring and maintaining or contributing to the general esthetic appearance and upkeep of the entire area including making any necessary contracts with public authorities relative to the cleaning, removal of snow, or planting, and upkeep of medians and right-of-way areas within and adjacent to the property covered by the Homeowner's Association.

Every lot or parcel in Nelson's Creek Subdivision, including later plattings as and when platted, will be automatically included in membership in the Association as a benefit or burden running with and as a charge upon the ownership of each such lot or parcel or portion thereof, and the owners of any other property will have the right at any time or from time to time, but only upon receipt of and express written acceptance executed by the Association thereafter to include any such lot or parcel in membership in the Association as a benefit or burden running with and charge upon the ownership of such lot or parcel.

Dues or other charges for each lot or parcel included in

included in membership and appertain to and be coterminus with the portion of the interest of each such contract purchaser or owner; but each member will be and remain personally liable to the Association until abatement or payment for all dues or other charges is fixed by it at any time or from time to time throughout the duration of such interest and membership.

Enforcement. The Covenant and Declaration set out herein may be enforced by the Association, which will be entitled at any time or from time to time to institute any equitable or legal proceedings appropriate, convenient, or necessary for enforcement as to any contract purchaser or owner to fix a reasonable charge for such action as to any lot or parcel as a lien upon and charge against such lot in favor of the Association.

18. FENCES.

- A. Fences. All split rail fences on Lots 1 through 5, 30 through 46, 69 through 82 and 161, or Lots bordering on Blondo Street or 144th Street shall be maintained by the Lot owner in a manner that will perpetuate the original aesthetic intent. Also, no additional fence shall be built within three (3) feet of the split rail fence. On all of the aforesaid lots, there shall be an easement across the rear two feet of each of said lots for the split rail fence designated herein.
- B. Fences and Dog Runs. Front fences shall not be located on any Lot nearer to the street than the structure located on said Lot, the side yard fence may be located up to the side yard property line, however, in no event, shall the fence be located nearer to the street than that runs in front of the structure located on said Lot than the structure itself. Dog runs and kennels shall not be permitted on any lot.

19. SIGNS. 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. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots. Exception to sign restriction shall be permanent subdivision entrance signs.

20. REMOVAL OF DEBRIS. Upon completion of the construction of any dwelling house or building on the above Lots, the construction debris must be removed from the area of the Nelson's Creek Addition and neither burned nor left in the area.

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

23. ASSIGNMENT BY DEVELOPER. The rights, powers and responsibilities of the Developer as outlined and contained in this Agreement may be assigned and delegated by Jacobs Limited Partnership.

24. WAIVER FOR HARDSHIP. Until such time as all Lots are improved, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other just cause.

25. NON LIABILITY OF DECLARANT AND ITS AGENTS. Neither the undersigned nor any architect or agent of the undersigned nor any member of the Committee by virtue of his membership thereon, or discharge of his duties required thereby, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications. No building or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without the prior written approval of the Committee. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

26. ENFORCEMENT OF COVENANTS. 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.

27. AMENDMENTS. For a period of ten (10) years following the date hereof, Developer shall have the 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 acknowledge Amendments to Protective Covenants in the Office of the Register of Deeds, Douglas County, Nebraska.

28. TERM OF COVENANT. 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



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IN WITNESS WHEREOF, Jacobs Limited Partnership has executed these presents, this 5<sup>th</sup> day of January, 1987.

JACOBS LIMITED PARTNERSHIP A  
Nebraska Limited Partnership

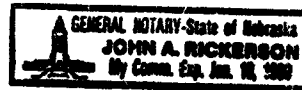
By:   
Warren L. Jacobs, General Partner

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On the day and year last above written before me, the undersigned, a Notary Public, personally came Warren L. Jacobs, General Partner of Jacobs Limited Partnership, to me personally known to be the General Partner and the identical person whose name is affixed to the above Covenant and Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such General Partner and the voluntary act and deed of said partnership.

Witness my hand and Notarial Seal at Omaha in said County, the day and year last above written.

  
Notary Public



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GEORGE J. BUCLEWICZ  
REGISTER OF DEEDS  
DUBLIN, IOWA, IEBR.

COVENANT AND DECLARATION

NELSON'S CREEK

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This Covenant and Declaration made this 2nd day of June, 1986, by Jacobs Limited Partnership, a Nebraska limited partnership, the owner of Lots 1 thru 189 inclusive in Nelson's Creek, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded. Jacobs Limited Partnership does hereby make this Covenant and Declaration.

HOMEOWNERS' ASSOCIATION

1. The Association. Declarant has caused the incorporation of NELSON'S CREEK 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 the Lots, 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 Nelson's Creek. Common Facilities may be situated on property owned or leased by the Association, or on dedicated property.

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 Nelson's Creek; and the protection and maintenance of the residential character of Nelson's Creek.

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2. Membership and Voting. Nelson's Creek is divided into separate 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 purchaser 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 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.

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 development, operation and administration of Common Facilities, and the enforcement of the rules and regulations relating to the Common Facilities.

B. The fixing, levying, collecting, abatement, and enforcement of all charges, dues, or assessments made pursuant to the terms of this Declaration.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

4. Imposition of Dues and Assessments. The Association may fix, levy and charge the Owner of each 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 time and in the manner prescribed by the Board.

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

6. 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 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 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

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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.

7. 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.

8. Maximum Annual Dues. Unless excess dues have been authorized by the Members in accordance with Section 10, below, the aggregate dues which may become due and payable in any year shall not exceed the greater of:

A. Fifty Dollars (\$50.00) per Lot.

B. In each calendar year beginning on January 1, 1988, one hundred twenty-five percent (125%) of the aggregate dues charged in the previous calendar year.

9. Assessments 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 Fifty Dollars (\$50.00) per Lot.

10. Excess Dues and Assessments. With the approval of seventy-five percent 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.

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

12. 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 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.

13. 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. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or 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 Lot. The mortgagee of any 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.

14. Subordination of the Lien to Mortgage. 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 Lot shall not affect or terminate the dues and assessment lien.

IN WITNESS WHEREOF, Jacobs Limited Partnership has executed these presents, this 2nd day of Apr., 1986.

JACOBS LIMITED PARTNERSHIP, A  
Nebraska Limited Partnership,

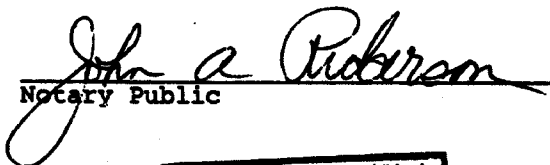
By: Warren L. Jacobs  
Warren L. Jacobs, General Partner

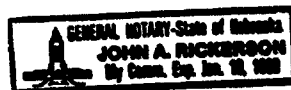
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STATE OF NEBRASKA)  
                                  ) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came Warren L. Jacobs, General Partner of Jacobs Limited Partnership, to me personally known to be the General Partner and the identical person whose name is affixed to the above Covenant and Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such General Partner and the voluntary act and deed of said partnership.

Witness my hand and Notarial Seal at Omaha in said County, the day and year last above written.

  
Notary Public



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AMENDMENT TO  
DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR NELSON'S CREEK SUBDIVISION

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GEORGE J. LINDENHIZ  
REGISTER OF DEEDS  
DUBLINO, NEBRASKA

THIS DECLARATION AMENDMENT, made on the date hereinafter set forth by Jacobs Limited Partnership, a Nebraska Limited Partnership organized under and subject to the Uniform Limited Partnership Act of Nebraska, hereinafter referred to as the "Declarant".

WITNESSETH:

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

Lot 1 through Lot 189 Nelson's Creek Subdivision, in the County of Douglas, State of Nebraska,

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

WHEREAS, the Declarant previously filed in the Register of Deeds, in Book 800, Page 546, of the Records of the Register of Deeds of Douglas County, Nebraska, the Declaration, Covenants, Conditions and Restrictions for Nelson's Creek Subdivision, and now desires to amend the same so that paragraph 6 on page 2 thereof is amended to read as follows:

BUILDING REQUIREMENTS

6. FOUNDATION. Exposed portions of the foundation on the street side of each dwelling (except those sides exposed to Blondo Street or 144th Street) are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick, stone, or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone or siding.

IN WITNESS WHEREOF, Jacobs Limited Partnership has executed these presents, this 5th day of May, 1987.

JACOBS LIMITED PARTNERSHIP, A  
Nebraska Limited Partnership

By: [Signature]  
Warren L. Jacobs, General Partner

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came Warren L. Jacobs, General Partner of Jacobs Limited Partnership, to me personally known to be the General Partner and the identical person whose name is affixed to the above Covenant and Declaration and

*Handwritten notes:*  
35  
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BOOK 820 PAGE 278

RECEIVED  
1987 JUL 10 PM 4:00  
GEORGE J. BUSLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

AMENDMENT TO DECLARATIONS OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NELSON'S CREEK SUBDIVISION

THIS DECLARATION, made on this date hereinafter set forth by JACOBS LIMITED PARTNERSHIP, a Nebraska Limited Partnership, organized under and subject to the Uniform Limited Partnership Act of Nebraska, hereinafter referred to as the "Declarant", and

This declaration is also made by the undersigned who are all of the corporations, partnerships or persons having an interest in and to the lots set forth opposite their names and signature block, or who have entered into a purchase agreement for same, although not yet fully executed.

WITNESSETH: WHEREAS, the Declarant, JACOBS LIMITED PARTNERSHIP, is the owner of the following real property: Lots 1 through 189, Nelson's Creek Subdivision in the County of Douglas, State of Nebraska, except such lots as are noted opposite the individuals, corporations and partnerships also signing this Amendment.

WHEREAS, the parties hereto desire to amend the Declaration filed and recorded in Book 800, Page 546, of the Miscellaneous Book of Records of the Douglas County Register of Deeds,

NOW, THEREFORE, the undersigned do hereby declare that all lots shall be governed by the Declarations and by this Amendment.

AMENDMENT

BUILDING REQUIREMENTS

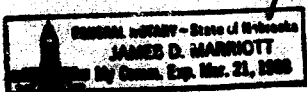
4. AREA. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports and garages of less than the following: a two-story dwelling house constructed on any of said residential lots shall have a minimum of 2,100 square feet, exclusive of the basement area, with a first floor area, above the basement area, of not less than 1,050 square feet with an attached garage on the first floor level. A one-and-a-half story dwelling house shall have a total area of not less than 1,800 square feet, exclusive of the basement area, with a first floor area of not less than 1,350 square feet with an attached garage on the first floor level. A one-story dwelling house shall have a total of not less than 1,500 square feet with an attached garage on the first floor level above the basement level. Dwelling houses constructed of a split-level plan shall contain a total of not less than 1,600 square feet on the two levels above the basement level and have an attached garage. Dwelling houses constructed on a tri-level plan shall have a total area of not less than 1,750 square feet

12377 Misc H  
BK 820 N 91-287-334 C/O  
FEB 1988 50  
DEL N MC DC  
OFFICIAL COMP  FIB



\_\_\_\_\_ of Sky Construction, Inc., a corporation, to me personally known to be the President and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the corporation.

Witness my had and Notarial Seal at Omaha, in said County, the 15<sup>th</sup> day of JULY, 1987.



James D. Marriott  
Notary Public

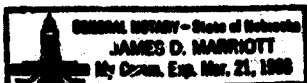
Ewald Homes, Inc.  
By: Ewald Sender

Owner or Purchaser of Lot(s)  
29, 50, 55, 57, 59, 66, 67, 85, 88,  
98, 112, 118, 125, 182, 184, 183

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came Ewald Sender, \_\_\_\_\_ of Ewald Homes, Inc., a corporation, to me personally known to be the President and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the corporation.

Witness my had and Notarial Seal at Omaha, in said County, the 15<sup>th</sup> day of JULY, 1987.



James D. Marriott  
Notary Public

Sherwood Homes, Inc.  
By: Glen Palmer

Owner or Purchaser of Lot(s)  
15, 31, 46, 47, 51, 52, 58, 69, 79, 121,  
160, 163, 168, 170, 179, 189

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came GLEN PALMER, \_\_\_\_\_ of Sherwood Homes, Inc., a corporation, to me personally known to be the President and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the corporation.

Witness my had and Notarial Seal at Omaha, in said County,

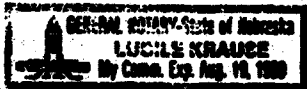
[Signature]  
P.A.T., Inc.  
By: [Signature]

Owner or Purchaser of Lot(s)  
8, 19, 53, 54, 110, 145, 147, 150, 154,  
180, 188

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came DOHN PATRICK of P.A.T., Inc., a corporation, to me personally known to be the President and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the corporation.

Witness my hand and Notarial Seal at Omaha, in said County, the 7<sup>th</sup> day of July, 1987.



[Signature]  
Notary Public

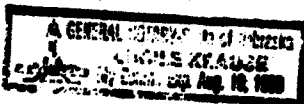
[Signature]  
Smith Custom Contracting, Inc.  
By: [Signature]

Owner or Purchaser of Lot(s)  
27

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came CHRISTOPHER E. SMITH of Smith Custom Contracting, Inc., a corporation, to me personally known to be the PRESIDENT and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the corporation.

Witness my hand and Notarial Seal at Omaha, in said County, the 7<sup>th</sup> day of July, 1987.



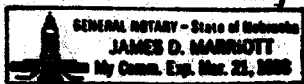
[Signature]  
Notary Public

American Dream Unlimited, Inc.  
By: [Signature]

Owner or Purchaser of Lot(s)  
32

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

Witness my had and Notarial Seal at Omaha, in said County, the 12 day of July, 1987.



James D. Marriott  
Notary Public

Southfork Homes, Inc.

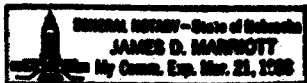
By: [Signature]

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Owner or Purchaser of Lot(s)  
28, 68, 80, 81, 87, 93, 132, 133, 142, 146  
and 181

On the day and year last above written before me, the undersigned, a Notary Public, personally came RONALD UHING, of Southfork Homes, Inc., a corporation, to me personally known to be the President and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the corporation.

Witness my had and Notarial Seal at Omaha, in said County, the 12 day of July, 1987.



James D. Marriott  
Notary Public

R & R Industries, Inc.

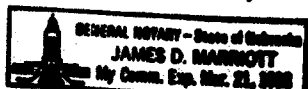
By: [Signature]

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Owner or Purchaser of Lot(s)  
6, 2, 91, 100, 104, 115, 122, 149, 151, 152  
172, 178

On the day and year last above written before me, the undersigned, a Notary Public, personally came ROBERT D. QUINN, of R & R Industries, Inc., a corporation, to me personally known to be the Vice President and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the corporation.

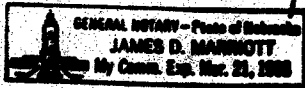
Witness my had and Notarial Seal at Omaha, in said County, the 15 day of July, 1987.



James D. Marriott  
Notary Public

of Dennis Homes Partnership, a Partnership, to me personally known to be the PARTNER and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the partnership.

Witness my hand and Notarial Seal at Omaha, in said County, the 12 day of July, 1987.



James P. Marnett  
Notary Public

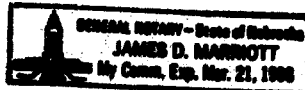
Sky Construction, Inc.  
By: David Dolinsky

Owner or Purchaser of Lot(s)  
14, 48, 49, 65, 99, 114, 134, 139, 164, 187

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came DAVID DOLINSKY of Sky Construction, Inc., a corporation, to me personally known to be the PRESIDENT and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the corporation.

Witness my hand and Notarial Seal at Omaha, in said County, the 12 day of July, 1987.



James P. Marnett  
Notary Public

Randall R. Bailey  
Randall R. Bailey

Owner or Purchaser of Lot(s)  
14, 48, 49, 65, 99, 114, 134, 139, 164, 187

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came Randall R. Bailey to me personally known to be the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal at Omaha, in said County, the 12 day of July, 1987.

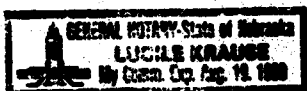


James P. Marnett  
Notary Public

STATE OF NEBRASKA)  
 ) ss.  
 COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came ROBERT MASTERS, of Masters Real Estate, a \_\_\_\_\_, to me personally known to be the PRESIDENT and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the CORPORATION.

Witness my had and Notarial Seal at Omaha, in said County, the 1st day of July, 1987.



Lucile Krause  
 Notary Public

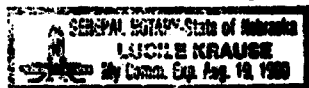
Mark Renner Associates, Inc.  
 Mark Renner & Associates, Inc.  
 By: Mark A. Renner

Owner or Purchaser of Lot(s)  
78, 95, 103, 107, 108, 109, 143, 148, 153  
 and 173

STATE OF NEBRASKA)  
 ) ss.  
 COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came MARK A. RENNER, of Mark Renner & Associates, a corporation, to me personally known to be the PRESIDENT and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the corporation.

Witness my had and Notarial Seal at Omaha, in said County, the 6th day of July, 1987.



Lucile Krause  
 Notary Public

Laurence C. Gaughran  
 Laurence C. Gaughran

Owner or Purchaser of Lot(s)  
- 130 -

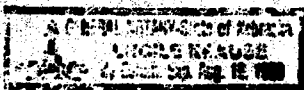
Jean M. Gaughran  
 Jean M. Gaughran

Owner or Purchaser of Lot(s)  
- 130 -

STATE OF NEBRASKA)  
 ) ss.  
 COUNTY OF DOUGLAS)

BOOK 820 PAGE 285

Witness my had and Notarial Seal at Omaha, in said County, the 2<sup>nd</sup> day of July, 1987.



Lucile Krause  
Notary Public

John Henry Berger  
John Henry Berger

Owner or Purchaser of Lot(s)  
- 92 -

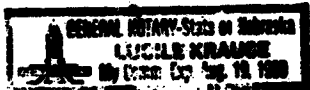
Elaine D. Berger  
Elaine D. Berger

Owner or Purchaser of Lot(s)  
- 92 -

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came John Henry Berger and Elaine D. Berger, husband and wife, to me personally known to be the identical persons whose names are affixed to the above Amendment, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my had and Notarial Seal at Omaha, in said County, the 30<sup>th</sup> day of June, 1987.



Lucile Krause  
Notary Public

Charles Louis Nilius III  
Charles Louis Nilius, III

Owner or Purchaser of Lot(s)  
- 128 -

Katherine Anne Nilius  
Katherine Anne Nilius

Owner or Purchaser of Lot(s)  
- 128 -

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came Charles Louis Nilius, III and Katherine Anne Nilius, husband and wife, to me personally known to be the identical persons whose names are affixed to the above Amendment, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my had and Notarial Seal at Omaha, in said County,

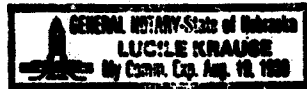


BOOK 820 PAGE 286

STATE OF NEBRASKA)  
) ss.  
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public, personally came CHARLES J. WILLIAMS, JR., of Nilius Builders, Inc., a corporation, to me personally known to be the President and the identical person whose name is affixed to the above Amendment, and acknowledged the execution thereof to be his voluntary act and deed as and the voluntary act and deed of the corporation.

Witness my hand and Notarial Seal at Omaha, in said County, the 8<sup>th</sup> day of July, 1987.



Lucile Krause  
Notary Public

T

AMENDMENT TO  
DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR NELSON'S CREEK SUBDIVISION

THIS DECLARATION AMENDMENT, made on the date hereinafter set forth by Jacobs Limited Partnership, a Nebraska Limited Partnership organized under and subject to the Uniform Limited Partnership Act of Nebraska, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the Developer of the following real property:

Lot 1 through 189 Nelson's Creek Subdivision, in the County of Douglas, State of Nebraska, and *MC-2725*

Lots 192 through 330 Nelson's Creek Subdivision, in the County of Douglas, State of Nebraska, and

Lots 1 through 8 in Nelson's Creek Replat, a Subdivision in the County of Douglas, State of Nebraska, *MC-2723*

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

WHEREAS, the Declarant previously filed in the Register of Deeds in Book 800, Page 546, and in Book 959, Page 69, and in Book 884, Page 194 of the Records of the Register of Deeds of Douglas County, Nebraska, the Declaration, Covenants, Conditions and Restrictions for Nelson's Creek Subdivision, and now desires to amend the same so that Paragraph 4 is amended to read as follows:

BUILDING REQUIREMENTS

4. AREA. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, nor containing finished living areas, exclusive of porches, breezeways, carports and garages of less than the following: a two-story dwelling house constructed on any of said residential lots shall have a minimum of 2,100 square feet, exclusive of the basement area, with a first floor area, above the basement area, of not less than 1,050 square feet with an attached garage on the first floor level. A one-and-a-half story dwelling house shall have a total area of not less than 1,800 square feet, exclusive of the basement area, with a first floor area of not less than 1,350 square feet with an attached garage on the first floor level. A one-story dwelling house shall have a total of not less than 1,500 square feet with an attached garage on the first floor level above the basement level. That said areas are exclusive of porches or attached garages. Each house shall have an attached garage for not less than two automobiles, however, additional garages may be put in the basement area as long as they do not face the street at the front of the house. The maximum height of a dwelling shall be two stories. A basement is not considered a

26

BOOK 908 PAGE 196

JACOBS LIMITED PARTNERSHIP, A  
Nebraska Limited Partnership

By: Warren L. Jacobs  
Warren L. Jacobs, General Partner

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On the day and year last above written before me, the undersigned, a Notary Public, personally came Warren L. Jacobs, General Partner of Jacobs Limited Partnership, to me personally known to be the General Partner and the identical person whose name is affixed to the above Covenant and Declaration, and acknowledged the execution thereof to be his voluntary act and deed as such General Partner and the voluntary act and deed of said partnership.

Witness my hand and notarial seal at Omaha in said county the day and year last above written.

John A. Rickerson  
Notary Public



21059

RECEIVED

DEC 18 12 52 PM '89

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

SK 908 N \_\_\_\_\_ C/O \_\_\_\_\_ FEE 178.00  
PG 195-196 DEL 1/11 MC 63  
OF 1000 COMP \_\_\_\_\_ FIB ME-27215



BK 1361 PG 073-081



MISC 2000 16568

DEPARTMENT OF REVENUE  
STATE OF MISSISSIPPI

00 DEC -6 PM 3:29

PAID

**THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT**

Misc  
9  
447

268<sup>50</sup> MC-27235  
 FEE 268 FI MC-27215  
 BIP \_\_\_\_\_ CO \_\_\_\_\_ COMP MB  
 DEL \_\_\_\_\_ SCAN 2/1 FY \_\_\_\_\_

NCHA  
P.O. Box 541062  
Omaha, NE 68154 - 5858

DECLARATIONS  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NELSON'S CREEK SUBDIVISION

THIS DECLARATION, made on this date hereinafter set forth by NELSON'S CREEK HOMEOWNERS ASSOCIATION, a Nebraska Nonprofit Corporation organized under and subject to the Nebraska Nonprofit Corporation Act, hereinafter referred to as the "Declarant,"

WITNESSETH:

WHEREAS, the Declarant is the association of the members/owners of the following real property:

Lots 1 through 7 Nelson's Creek Replat, inclusive; and  
Lots 1 through 189, inclusive; and  
Lots 192 through 429, inclusive; and  
Lots 431 through 443, inclusive  
in Nelson's Creek Subdivision, Douglas County, Nebraska

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

WHEREAS, the conveyance of said Lots shall be subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

DEFINITIONS

"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 part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"PROPERTIES" shall mean and refer to all such properties that, Lots 1 through 7 Nelson's Creek Replat, inclusive; and Lots 1 through 189, inclusive; and Lots 192 through 429, inclusive; and Lots 431 through 443, inclusive in Nelson's Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, are subject to the Declaration or any supplemental Declaration under the provisions hereof.

"LOT" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties, including lots and outlots.

"DECLARANT" shall mean and refer to NELSON'S CREEK HOMEOWNERS ASSOCIATION, its successors and assigns.

"BOARD OF DIRECTORS" shall mean and refer to the duly elected officers/agents of the association, as designated in the By-Laws of the Corporation.

"ARCHITECTURAL REVIEW COMMITTEE" shall mean the individual or committee appointed by the Board of Directors.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following conditions, covenants, restrictions 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 these residents of the Lots.

These conditions, covenants, restrictions 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 thereto, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

1. SINGLE FAMILY RESIDENTIAL. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or portions thereof as may hereinafter be conveyed or dedicated by Declarant, or its successors or assigns, for use for a church, school or park, or for other non-profit use(s).
2. SET-BACKS. All set-backs, side yards and rear yard requirements shall be in conformity with applicable laws and ordinances. All structures, including driveways, sidewalks and patios placed upon any Lot shall conform to the zoning requirements and the building code requirements of the City of Omaha.
3. NOXIOUS, OFFENSIVE, OR ILLEGAL ACTIVITY PROHIBITED. No noxious, offensive, or illegal 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. Further, home occupations, as defined in the zoning ordinance of the Municipal Code of the City of Omaha, NE, shall not be permitted to take place within any of the residential dwellings.

#### BUILDING REQUIREMENTS

4. AREA. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height, nor containing finished living areas exclusive of porches, breezeways, carports and garages of less than the following: a two-story dwelling house constructed on any of said residential lots shall have a minimum of 2,100 square feet, exclusive of the basement area, with a first floor area, above the basement area, of not less than 1,050 square feet with an attached garage on the first floor level. A one-and-a-half story dwelling house shall have a total area of not less than 1,800 square feet, exclusive of the basement area, with a first floor area of not less than 1,350 square feet with an attached garage on the first floor level. A one-story dwelling house shall have a total of not less than 1,500 square feet with an attached garage on the first floor level above the basement level. That said areas are exclusive of porches or attached garages. Each house shall have an attached garage for not less than two automobiles, however, additional garages may be put in the basement area as long as they do not face the street at the front of the house. The maximum height of a dwelling shall be two stories. A basement is not considered a story if it is 100% above grade on one side and essentially below grade on the other sides. Area means finished habitable space measured to the exterior of the enclosing walls, and does not include porches, breezeways, courtyards, patios, basements, garages or carports.
5. ROOFS. All dwellings shall be roofed with an approved material as listed on the "Approved Roofing Materials List." This list shall be maintained by the association and amended as needed to include newly-developed materials. As this list may not be all-inclusive, application for approval of alternative materials for a new or replacement roof shall be made in writing to the Architectural Review Committee, and the approval of alternative roofing materials shall be determined on a case-by-case basis. However, asphalt/fiberglass, three-tab style shingles shall not be permitted.

No furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap 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 edge.

6. FOUNDATION. Exposed portions of the foundation on the street side of each dwelling (except those sides exposed to Blondo Street or 144th Street) are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick, stone, or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone or siding.
7. HOME & LANDSCAPE MAINTENANCE. Each homeowner shall maintain the exterior of their dwelling. This includes but shall not be limited to: exterior paint, windows, roofing, fencing and landscaping.

Each improved lot shall have at least one tree, not less than two (2) caliper inches in diameter, planted in the front yard. Each homeowner shall maintain their property including control of noxious weeds; grass trimmed to a maximum length of eight (8) inches, and disposal of yard waste to comply with all local sanitary waste standards. No trees shall be planted in the right-of-way located between the street pavement and the sidewalk.

8. SIDEWALKS. Public sidewalks shall be constructed and maintained of unpigmented concrete four feet wide by four inches thick in front of each built-upon Lot and along the street side of each built-upon corner lot, per city code. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the Lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.
9. DRIVEWAYS. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of unpigmented concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of unpigmented concrete. No asphalt overlay of driveway approaches shall be permitted.
10. SWIMMING POOLS. No swimming pool shall be permitted which extends more than one foot above ground level. All pool filters, equipment and tools shall be stored properly and out of street view.
11. ARCHITECTURAL REVIEW COMMITTEE. The Declarant, through its Architectural Review Committee shall consider general exterior appearance, exterior color or colors, architectural character, harmony or 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.

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 Review Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Review 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 Review Committee the following documents, materials and/or drawings:

- A. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.
- B. Complete construction plans shall include exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.
- C. Plans shall be submitted to the Association's P.O. Box of record.

The approval or disapproval of the Architectural Review Committee as required in these Covenants shall be in writing. Failure of the Architectural Review Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate to release such Lot from the provisions of foregoing provision.

12. PROHIBITIONS. 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 nor excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. All residential 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.

No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container 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 kind 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 are required. No clotheslines shall be permitted outside of any dwelling at any time. Any exterior air conditioner condensing units or heat pump units shall be placed in the designated rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

Radio, television, Ham broadcasting or other electronic antenna or aerial should be placed in the attic of the house, or in any other place in/on the house where it is concealed from street view.

No storage structure or other enclosed out-building shall be erected on said Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be 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.

13. POWER AND TELEPHONE EASEMENTS. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns,



to erect, operate, maintain, repair and renew underground conduit and wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph and message service below a five foot (5') strip of land adjoining the side boundary line and an eight foot (8') strip of land adjoining the rear boundary line of said Lots in said addition; said license is granted for the use and benefit of all present and future owners of Lots in said addition; provided however, that said side Lot easement is granted upon the specific condition that if both of said utility companies fail to construct underground conduit and wires along any of said Lot lines within thirty-six (36) months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, such side Lot easement shall automatically terminate as to such unused or abandoned easement ways. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

14. CABLE TELEVISION LINE EASEMENTS. A perpetual license and easement is hereby reserved in favor of the Declarant, its successors and assigns, to erect, operate, maintain, repair and renew, or contract for the erection, installation, operation, maintenance and repair of underground conduit, wires and/or cable for the carrying and transmission of cable television service buried within a five foot (5') strip of land adjoining the side boundary lines and an eight (8') strip of land adjoining the rear boundary lines of said Lot in said addition, said license is granted for the use and benefit of all present and future owners of Lots in said addition; provided, however, that said Lot easement is granted upon the specific condition that if cable television lines are not installed along any of said lot lines within forty-eight (48) months of the date hereof, or if any underground television cable lines are constructed but are thereafter removed without replacement within sixty (60) days after removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.
15. EASEMENTS FOR ENTRANCE AND DEVELOPMENT SIGNS. The Nelson's Creek Homeowners Association shall have an easement on portion of Lots 1, 30, and 40 and on outlots 1 and 2 for placement and maintenance of entry signs showing the Subdivision. Said easements are as shown on surveyors certificate.
16. NELSON'S CREEK HOMEOWNER'S ASSOCIATION. All of the involved property is and will be through November 30, 2025, included in membership in Nelson's Creek Homeowner's Association as a benefit or burden running with and as a charge upon the ownership of any of the Lots and parcels contained in said property.

The Association will have the right, in general, without any part of its earnings inuring to the private benefit of its members, to promote and sustain their business, welfare and otherwise provide for their mutual interest by maintenance of public facilities, whether streets, medians or similar property and by acquiring and maintaining or contributing to the general aesthetic appearance and upkeep of the entire area including making any necessary contracts with public authorities relative to the cleaning, removal of snow, or planting, and upkeep of medians and right-of-way areas within and adjacent to the property covered by the Homeowner's Association.

Every Lot or parcel in Nelson's Creek Subdivision, including later plattings as and when platted, will be automatically included in membership in the Association as a benefit or burden running with and as a charge upon the ownership of each such Lot or parcel or portion

thereof, and the owners of any other property will have the right at any time or from time to time, but only upon receipt of an express written acceptance executed by the Association thereafter to include any such Lot or parcel in membership in the Association as a benefit or burden running with a charge upon the ownership of such Lot or parcel.

Dues or other charges for each Lot or parcel included in membership as fixed by the Association in the manner set out in its Articles of Incorporation or its By-Laws as from time to time amended, will each constitute until abated or paid a lien upon or charged against such Lot or parcel in favor of the Association; but no such lien upon any Lot or parcel will at any time be superior to any earlier or later established lien upon such Lot or parcel for security for a building made or purchase money loan or the unpaid balance of a purchase contract for such Lot or parcel.

The obligations and privileges of membership in the Association will in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, extend to contract purchaser and owners of all Lots or parcels included in membership and appertain to and be coterminous with the portion of the interest of each such contract purchaser or owner; but each member will be and remain personally liable to the Association until abatement or payment for all dues or other charges is fixed by it at any time or from time to time throughout the duration of such interest and membership.

Enforcement. The Covenant and Declaration set out herein may be enforced by the Association, which will be entitled at any time or from time to time to institute any equitable or legal proceedings appropriate, convenient, or necessary for enforcement as to any contract purchaser or owner to fix a reasonable charge for such action as to any Lot or parcel as a lien upon and charge against such Lot in favor of the Association.

- 17. FENCES. Fences on interior properties may be wood, plastic, vinyl-coated chain-link, or wrought iron. No barbed-wire, and exposed electric fencing shall be allowed. Wood fencing shall be cedar or pressure-treated and may be sealed, painted or left to weather naturally. All fences and fence finishes are subject to the approval of the Architectural Review Committee.

Rear fences on the perimeter properties, backing on Blondo Street or 144th Street, shall be six (6) feet high, board-on-board (shadow box) style, and constructed of flat-top, natural cedar. The street side surface of all perimeter fencing shall be allowed to weather naturally, though once weathered it may be sealed with a clear sealant. A sloping framework fence is to be used as required by the terrain. A stepped framework fence is not allowed.

Front fences shall not be located on any Lot nearer to the street than the structure located on said Lot, the side yard fence may be located up to the side yard property line, however, in no event, shall the fence be located nearer to the street than the structure in front of the structure located on said Lot than the structure itself.

- 18. DOG RUNS. Dog runs and kennels shall not be permitted on any Lot.
- 19. SIGNS. No advertising signs, business activities 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 "Home For Sale"; nor shall any non-association signs be permitted on any association common property,

i.e., islands, entrances or outlots. Exception to sign restriction shall be permanent subdivision entrance signs.

20. BUSINESS ACTIVITIES. Home occupations, as defined in the zoning ordinances of the Municipal Code of the City of Omaha, Nebraska shall not be permitted to take place within any of the residential dwellings. Further, business activities, which at anytime require the presence of customers or clients in or on premises, shall not be conducted on any Lot.
21. REMOVAL OF DEBRIS. Upon completion of the construction or remodeling of any dwelling house or building on the above Lots, the construction debris must be removed from the area of the Nelson's Creek Addition and neither burned nor left in the area.
23. COMPLETION OF CONSTRUCTION. Construction of any improvement or repair shall be completed within one (1) year from the date of commencement. No excavation or fill dirt shall be spread across any Lot in such a fashion as to materially change the contour of any Lot.  
  
No residential dwelling shall be occupied by any person as a dwelling for such person until the new construction of such dwelling has been completed, and a certificate of occupancy is issued, except for minor finish details as determined and approved by the Architectural Review Committee.
24. ASSIGNMENT. The rights, powers and responsibilities of the Declarant as outlined and contained in this Agreement may be assigned and delegated by NELSON'S CREEK HOMEOWNERS ASSOCIATION.
25. NON-LIABILITY OF ARCHITECTURAL REVIEW COMMITTEE AND ITS AGENTS. Neither the undersigned nor any member of the Architectural Review Committee by virtue of his membership thereon, or discharge of his duties required thereby, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications.
26. ENFORCEMENT OF COVENANTS. 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.
27. AMENDMENT. For a period of ten (10) years following the date hereof, the Declarant shall have the 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, Douglas County, Nebraska.
28. TERM OF COVENANT. 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 ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than eighty percent (80%) of the Lots covered by this Declaration.

29. SEVERABILITY. Invalidation of any one of these covenants by judgement or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Nelson's Creek Homeowners Association has executed these presents, this 17<sup>th</sup> day of October, 2000.

NELSON'S CREEK HOMEOWNERS ASSOCIATION,  
a Nebraska Nonprofit Corporation

By:

Janet T. Pol  
Janet T. Pol, Association President

Don Hindmarsh  
Don Hindmarsh, Association Vice-President

Tim Gombold  
Tim Gombold, Association Secretary

Mark Renfrow  
Mark Renfrow, Association Treasurer

Doug Mann  
Doug Mann, Association Board Member

Lucy Incontro  
Lucy Incontro, Association Board Member

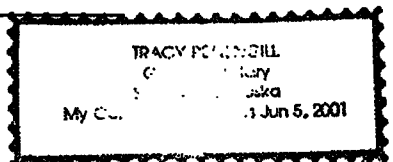
Dave Roza  
Dave Roza, Association Board Member

Brian McGrath  
Brian McGrath, Association Board Member

Todd Lines  
Todd Lines, Association Board Member

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

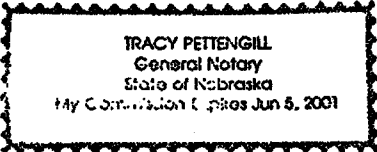
STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

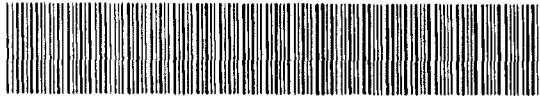


On this day and year last above written before me, the undersigned, a Notary Public, personally came Janet T. Pol, Don Hindmarsh, Tim Gombold, Mark Renfrow, Doug Mann, Lucy Incontro, Dave Roza, and Brian McGrath, duly elected representatives of the Nelson's Creek Homeowners Association, to me personally known to be said elected representatives and the identical persons whose names are affixed to the above Covenant and Declaration, and acknowledged the execution thereof to be voluntary acts and deeds as such elected representatives and the voluntary act and deed of said association.

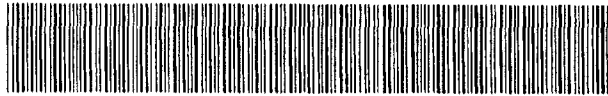
Witness my hand and Notarial Seal at Omaha in said County, the day and year last above written.

Tracy Pettengill  
Notary Public





MISC 2010096066



OCT 18 2010 10:57 P 12

*misc*  
 FEB 28 3 50 PM See attached  
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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 10/18/2010 10:57:51.41



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RECORDING PAGE

Recorder Note:  
 of 1 page document of submitter.

Return to: WALE1  
 Attn: Camille C. Hawk

2010096066

**REVISED DECLARATIONS  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NELSON'S CREEK SUBDIVISION AND NELSON'S CREEK REPLAT**

**THIS REVISED DECLARATION**, hereinafter referred to as "Declaration", made on this date hereinafter set forth by **NELSON'S CREEK HOMEOWNERS ASSOCIATION**, a Nebraska Nonprofit Corporation organized under and subject to the Nebraska Nonprofit Corporation Act, hereinafter referred to as the "Declarant,"

**WITNESSETH:**

**WHEREAS**, the Declarant is the association of the members/owners of the following real property:

- Lots 1 through 7 Nelson's Creek Replat, inclusive; and *mc-27235*
  - Lots 1 through 189, inclusive; and
  - Lots 192 through 429, inclusive; and
  - Lots 431 through 443, inclusive
- } mc-27215*
- in Nelson's Creek Subdivision, Douglas County, Nebraska

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

**WHEREAS**, the conveyance of said Lots shall be subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

**DEFINITIONS**

"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 part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"PROPERTIES" shall mean and refer to all such properties that, Lots 1 through 7 Nelson's Creek Replat, inclusive; and Lots 1 through 189, inclusive; and Lots 192 through 429, inclusive; and Lots 431 through 443, inclusive in Nelson's Creek, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, are subject to the Declaration or any supplemental Declaration under the provisions hereof.

"LOT" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties, including lots and outlots.

"DECLARANT" shall mean and refer to NELSON'S CREEK HOMEOWNERS ASSOCIATION, its successors and assigns.

"BOARD OF DIRECTORS" shall mean and refer to the duly elected officers/agents of the association, as designated in the By-Laws of the Corporation.

"ARCHITECTURAL REVIEW COMMITTEE" shall mean the individual or committee appointed by the Board of Directors.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following conditions, covenants, restrictions 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 these residents of the Lots.

These conditions, covenants, restrictions 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 thereto, as is more fully described herein. The Lots, and each Lot is and shall be subject to all and each of the following conditions and other terms:

- 1. SINGLE FAMILY RESIDENTIAL. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or portions thereof as may hereinafter be conveyed or dedicated by Declarant, or its successors or assigns, for use for a church, school or park, or for other non-profit use(s).
- 2. SET-BACKS. All set-backs, side yards and rear yard requirements shall be in conformity with applicable laws and ordinances. All structures, including driveways, sidewalks and patios placed upon any Lot shall conform to the zoning requirements and the building code requirements of the City of Omaha.
- 3. NOXIOUS, OFFENSIVE, OR ILLEGAL ACTIVITY PROHIBITED. No noxious, offensive, or illegal 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. Further, home occupations, as defined in the zoning ordinance of the Municipal Code of the City of Omaha, NE, shall not be permitted to take place within any of the residential dwellings.

## BUILDING REQUIREMENTS

4. **AREA.** No building shall be created, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height, nor containing finished living areas exclusive of porches, breezeways, carports and garages of less than the following: a two-story dwelling house constructed on any of said residential lots shall have a minimum of 2,100 square feet, exclusive of the basement area, with a first floor area, above the basement area, of not less than 1,050 square feet with an attached garage on the first floor level. A one-and-a-half story dwelling house shall have a total area of not less than 1,800 square feet, exclusive of the basement area, with a first floor area of not less than 1,350 square feet with an attached garage on the first floor level. A one-story dwelling house shall have a total of not less than 1,500 square feet with an attached garage on the first floor level above the basement level. That said areas are exclusive of porches or attached garages. Each house shall have an attached garage for not less than two automobiles, however, additional garages may be put in the basement area as long as they do not face the street at the front of the house. The maximum height of a dwelling shall be two stories. A basement is not considered a story if it is 100% above grade on one side and essentially below grade on the other sides. Area means finished habitable space measured to the exterior of the enclosing walls, and does not include porches, breezeways, courtyards, patios, basements, garages or carports.
5. **ROOFS.** All dwellings shall be roofed with an approved material as listed on the "Approved Roofing Materials List." This list shall be maintained by the association and amended as needed to include newly-developed materials. As this list may not be all-inclusive, application for approval of alternative materials for a new or replacement roof shall be made in writing to the Architectural Review Committee, and the approval of alternative roofing materials shall be determined on a case-by-case basis. However, asphalt/fiberglass, three-tab style shingles shall not be permitted. No furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap 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 edge.
6. **FOUNDATION.** Exposed portions of the foundation on the street side of each dwelling (except those sides exposed to Blondo Street or 144th Street) are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick, stone, or siding or shall be painted. Fireplace chimneys are to be covered with brick, stone or siding.



7. **HOME & LANDSCAPE MAINTENANCE.** Each homeowner shall maintain the exterior of their dwelling. This includes but shall not be limited to: exterior paint, windows, roofing, fencing and landscaping.

Each improved lot shall have at least one tree, not less than two (2) caliper inches in diameter, planted in the front yard. Each homeowner shall maintain their property including control of noxious weeds; grass trimmed to a maximum length of eight (8) inches, and disposal of yard waste to comply with all local sanitary waste standards. No trees shall be planted in the right-of-way located between the street pavement and the sidewalk.

8. **SIDEWALKS.** Public sidewalks shall be constructed and maintained of unpigmented concrete four feet wide by four inches thick in front of each built-upon Lot and along the street side of each built-upon corner lot, per city code. The sidewalks shall be placed five feet back of the street curb line and shall be constructed by the then owner of the Lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.
9. **DRIVEWAYS.** Driveway approaches between the sidewalk and curb on each Lot shall be constructed of unpigmented concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of unpigmented concrete. No asphalt overlay of driveway approaches shall be permitted.
10. **SWIMMING POOLS.** No swimming pool shall be permitted which extends more than one foot above ground level. All pool filters, equipment and tools shall be stored properly and out of street view.
11. **ARCHITECTURAL REVIEW COMMITTEE.** The Declarant, through its Architectural Review Committee shall consider general exterior appearance, exterior color or colors, architectural character, harmony or 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.

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 Review Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Review 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 Review Committee the following documents, materials and/or drawings:

- A. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.
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- C. Plans shall be submitted to the Association's P.O. Box of record.

The approval or disapproval of the Architectural Review Committee as required in these Covenants shall be in writing. Failure of the Architectural Review Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate to release such Lot from the provisions of foregoing provision.

12. **PROHIBITIONS.** 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 nor excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. All residential 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.

No incinerator or trashburner shall be permitted on any Lot. No garbage or trash can or container 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 kind 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 are required. No clotheslines shall be permitted outside of any dwelling at any time. Any exterior air conditioner condensing units or heat pump units shall be placed in the designated rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

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No storage structure or other enclosed out-building shall be erected on said Lot, or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be 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.

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underground television cable lines are constructed but are thereafter removed without replacement within sixty (60) days after removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

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16. NELSON'S CREEK HOMEOWNER'S ASSOCIATION. All of the involved property is and will be for a term of twenty-five (25) years from the date this Declaration is recorded, included in membership in Nelson's Creek Homeowner's Association as a benefit or burden running with and as a charge upon the ownership of any of the Lots and parcels contained in said property.

The Association will have the right, in general, without any part of its earnings inuring to the private benefit of its members, to promote and sustain their business, welfare and otherwise provide for their mutual interest by maintenance of public facilities, whether streets, medians or similar property and by acquiring and maintaining or contributing to the general aesthetic appearance and upkeep of the entire area including making any necessary contracts with public authorities relative to the cleaning, removal of snow, or planting, and upkeep of medians and right-of-way areas within and adjacent to the property covered by the Homeowner's Association.

Every Lot or parcel in Nelson's Creek Subdivision, including later plattings as and when platted, will be automatically included in membership in the Association as a benefit or burden running with and as a charge upon the ownership of each such Lot or parcel or portion thereof, and the owners of any other property will have the right at any time or from time to time, but only upon receipt of an express written acceptance executed by the Association thereafter to include any such Lot or parcel in membership in the Association as a benefit or burden running with a charge upon the ownership of such Lot or parcel.

Dues or other charges for each Lot or parcel included in membership as fixed by the Association in the manner set out in its Articles of Incorporation or its By-Laws as from time to time amended, will each constitute until abated or paid a lien upon or charged against such Lot or parcel in favor of the Association; but no such lien upon any Lot or parcel will at any time be superior to any earlier or later established lien upon

such Lot or parcel for security for a building made or purchase money loan or the unpaid balance of a purchase contract for such Lot or parcel.

The obligations and privileges or membership in the Association will in the manner set out in its Articles of Incorporation or its By-Laws, as from time to time amended, extend to contract purchaser and owners of all Lots or parcels included in membership and appertain to and be coterminous with the portion of the interest of each such contract purchaser or owner; but each member will be and remain personally liable to the Association until abatement or payment for all dues or other charges is fixed by it at any time or from time to time throughout the duration of such interest and membership.

Enforcement. The Covenant and Declaration set out herein may be enforced by the Association, which will be entitled at any time or from time to time to institute any equitable or legal proceedings appropriate, convenient, or necessary for enforcement as to any contract purchaser or owner to fix a reasonable charge for such action as to any Lot or parcel as a lien upon and charge against such Lot in favor of the Association.

- 17. FENCES. Fences on interior properties may be wood, plastic, vinyl-coated chain-link, or wrought iron. No barbed-wire, and exposed electric fencing shall be allowed. Wood fencing shall be cedar or pressure-treated and may be sealed, painted or left to weather naturally. All fences and fence finishes are subject to the approval of the Architectural Review Committee.

Rear fences on the perimeter properties, backing on Blondo Street or 144th Street, shall be six (6) feet high, board-on-board (shadow box) style, and constructed of flat-top, natural cedar. The street side surface of all perimeter fencing shall allowed to weather naturally, though once weathered it may be sealed with a clear sealant. A sloping framework fence is to be used as required by the terrain. A stepped framework fence is not allowed.

Front fences shall not be located on any Lot nearer to the street than the structure located on said Lot, the side yard fence may be located up to the side yard property line, however, in no event, shall the fence be located nearer to the street that runs in front of the structure located on said Lot than the structure itself.

- 18. DOG RUNS. Dog runs and kennels shall not be permitted on any Lot.
- 19. SIGNS. No advertising signs, business activities 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 "Home For Sale"; nor shall any non-association signs be permitted on any association common property, i.e., islands, entrances or outlots. Exception to sign restriction shall be permanent subdivision entrance signs.

20. BUSINESS ACTIVITIES. Home occupations, as defined in the zoning ordinances of the Municipal Code of the City of Omaha, Nebraska shall not be permitted to take place within any of the residential dwellings. Further, business activities, which at anytime require the presence of customers or clients in or on premises, shall not be conducted on any Lot.
21. REMOVAL OF DEBRIS. Upon completion of the construction or remodeling of any dwelling house or building on the above Lots, the construction debris must be removed from the area of the Nelson's Creek Addition and neither burned nor left in the area.
22. COMPLETION OF CONSTRUCTION. Construction of any improvement or repair shall be completed within one (1) year from the date of commencement. No excavation or fill dirt shall be spread across any Lot in such a fashion as to materially change the contour of any Lot.  
  
No residential dwelling shall be occupied by any person as a dwelling for such person until the new construction of such dwelling has been completed, and a certificate of occupancy is issued, except for minor finish details as determined and approved by the Architectural Review Committee.
23. ASSIGNMENT. The rights, powers and responsibilities of the Declarant as outlined and contained in this Agreement may be assigned and delegated by NELSON'S CREEK HOMEOWNERS ASSOCIATION.
24. NON-LIABILITY OF ARCHITECTURAL REVIEW COMMITTEE AND ITS AGENTS. Neither the undersigned nor any member of the Architectural Review Committee by virtue of his membership thereon, or discharge of his duties required thereby, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications.
25. ENFORCEMENT OF COVENANTS. 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

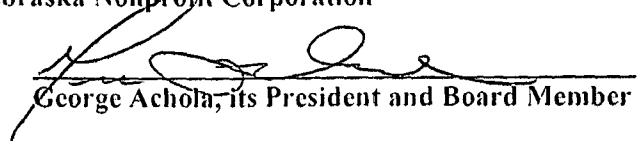
or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

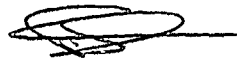
- 26. **AMENDMENT.** For a period of ten (10) years following the date hereof, the Declarant shall have the right to amend, modify, or supplement all or any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds, Douglas County, Nebraska.
- 27. **TERM OF COVENANT.** 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 ten (10) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than eighty percent (80%) of the Lots covered by this Declaration.
- 28. **SEVERABILITY.** Invalidation of any one of these covenants by judgement or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

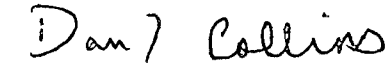
IN WITNESS WHEREOF, Nelson's Creek Homeowners Association has executed these presents, this 13<sup>th</sup> day of October, 2010.

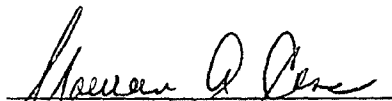
NELSON'S CREEK HOMEOWNERS ASSOCIATION,  
a Nebraska Nonprofit Corporation

By:

  
George Achola, its President and Board Member

  
Bill Fleck, its Vice President and Board Member

  
Dan T. Collins, its Secretary and Board Member

  
Maureen Cass, its Treasurer and Board Member

  
Jeffrey A. Busch, its Board Member

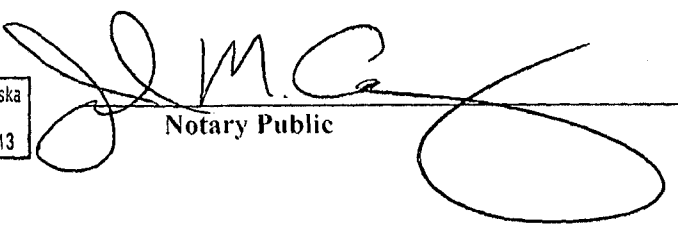
  
Joseph Cass, its Board Member

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this day and year last above written before me, the undersigned, a Notary Public, personally came George Achola, President and Board Member of the Nelson's Creek Homeowners Association, Bill Fleck, Vice President and Board Member of the Nelson's Creek Homeowners Association, Dan T. Collins, Secretary and Board Member of the Nelson's Creek Homeowners Association, Maureen Cass, Treasurer and Board Member of the Nelson's Creek Homeowners Association, Jeffrey A. Busch, Board Member of the Nelson's Creek Homeowners Association, and Joseph Cass, Board Member of the Nelson's Creek Homeowners Association, to me personally known or proved to be said persons and elected parties in their respective capacities, and the identical persons whose names are affixed to the above Revised Declarations of Covenants, Conditions and Restrictions for Nelson's Creek Subdivision, and who acknowledged the execution thereof to be voluntary acts and deeds as such elected parties in their respective capacities and the voluntary act and deed of said Association.

Witness my hand and Notorial Seal at Omaha in said County, the day and year last above written.

GENERAL NOTARY - State of Nebraska  
JOEL M. CARNEY  
My Comm. Exp March 15, 2013

  
Notary Public