

DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR CHIMNEY RIDGE, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by LAKEVIEW HEIGHTS COMPANY, a Nebraska partnership ("Lakeview") hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

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

Lots 1 through 30, inclusive, in Chimney Ridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

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

The Declarant desires to provide for the preservation, protection and enhancement of the values and amenities of such community and for the maintenance of the character, value, desirability, attractiveness and residential integrity of the Lots.

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

ARTICLE I.  
RESTRICTIONS AND COVENANTS

1. Each Lot shall be used exclusively for single family residential purposes and for no other purpose.

2. The ground floor finished and enclosed living area of main residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than the following minimum sizes:

1,200 square feet on the ground floor for any single story ranch type house, not having a basement garage.

1,300 square feet on the main floor of any one-story house which has a basement garage plan or a split-entry design.

1,200 square feet on the main floor of any one and one-half story house.

1,800 square feet above the basement level of any two-story house.

1,600 square feet throughout the house in any bi-level, tri-level, or split-level house.

For each dwelling there must be erected a private garage for not less than two (2) cars, (each car stall to be a minimum size of ten feet by twenty-one feet).

There shall not be constructed or erected on any two adjoining lots any dwelling having the same, or substantially the same, front elevations unless authorized as hereinafter provided.

With regard to Lots 1 through 26 only, no structure shall be located further back than 25 feet from the front lot line, or nearer than 15 feet to any side lot line on the street lot line, however this provision may be waived by ARC. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a

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building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

3. For a period of fifteen years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving station ("disc"), flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved as follows:

(i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans (herein collectively referred to as the "plans") to an architectural review board (the "Board") which shall be formed by the Declarant. The purpose of this Board shall be to create harmonious design and control the aesthetic appearance of the Lots. The Board shall consist of three members: Bert P. Allen, Robert J. Horak, and Dale Slunicko. In the event of a Board vacancy, for whatever reason, the remaining members of the Board shall fill any such vacancy. Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of the structure proposed for the list. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

(ii) The Board shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. In this regard, Declarant intends that the Lots shall form a developed residential community with homes constructed of high quality materials consistent with the Preliminary Statement and this Declaration. If the Board determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Board may refuse approval of the proposed Improvement.

(iii) Written notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by the Board.

(iv) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant through the Board to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to contest any action by the Board, or to control, direct or influence the acts of the Declarant or Board with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant or the Board by virtue of the authority granted to the Board in this Section, or as a result of any act or failure to act by the Board with respect to any proposed Improvement.

4. All exposed foundation walls of all structures must be constructed of or faced with brick or simulated brick or stone. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone. All interior nonexposed foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be constructed of clay, stone or concrete masonry. The exterior of all such fireplace chimneys shall be covered with brick or stone. All roofs shall be constructed with wood shingles.

5. 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 retail 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, its agents or assigns, during the construction and sale of the Lots.

6. No exterior television antennas, broadcasting or receiving electronic equipment or radio antenna of any sort shall be permitted on any Lot.

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

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, recreation vehicle ("RV") or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) except that during the months of May through September vehicles may be parked in the driveway only. 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, airplanes, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

9. No outside trash or garbage pile, burner, receptacle or incinerator shall be erected, placed or permitted on any Lot. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. Lots shall be maintained free of trash and debris. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per Lot.

10. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from the Board. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. All produce or vegetable gardens shall be maintained only in rear yards.

11. A dwelling on which construction has begun shall be completed within one (1) year from the date the foundation was commenced for such dwelling.

12. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed five (5) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the main structure and before occupancy thereof.

13. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by the Board if required by this Declaration. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.

14. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of eight (8) inches.

15. No structure of a temporary character, trailer, tent, outbuilding, barn or shack shall be used as a residence, either temporarily or permanently. No structures, dwellings, or modular housing improvements shall be moved from outside Chimney Ridge to any Lot.

ARTICLE II.  
EASEMENTS

1. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Northwestern Bell Telephone Company, Metropolitan Utilities District, the City of Omaha, Nebraska, and Sanitary and Improvement District No. 244 of

Douglas County, Nebraska, their successors and assigns, to erect and operate, maintain, repair and renew buried or underground sewers, water and gas mains and cables, lines or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, through, under and upon an eight foot (8') wide strip of land adjoining the rear lines and a five foot (5') wide strip adjoining the side boundary lines of the Lots; this license is being granted for the use and benefit of all present and future owners of these Lots; provided, however, that the side Lot line easement is granted upon the specific condition that if such utility companies fail to construct such facilities along any of said side Lot lines within twenty-four (24) months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side-line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforementioned uses or rights granted herein. All such utility service lines from property line to dwelling shall be underground.

ARTICLE III.  
GENERAL PROVISIONS

1. 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.

2. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended by Declarant or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner which it may determine in its full and absolute discretion for a period of eight (8) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 18 day of MAY, 1983.

LAKEVIEW HEIGHTS COMPANY,  
a partnership

By: MAPLE LEAF REALTY CO., Partner

By: Robert J. Horak  
Robert J. Horak, President

By: MADELINE JACOBSON PROPERTIES,  
INC., Partner

By: Dale H. Slimko  
Dale H. Slimko, President

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 18 day of May, 1983, by Robert J. Horak, Present of Maple Leaf Realty Co., partner and Dale H.

Slunicko, President of Madeline Jacobsen Properties, Inc., partner of Lakeview Heights Company, a Nebraska partnership, on behalf of partnership.

*Joe Rerucha*  
Notary Public  
A GENERAL NOTARY - State of Nebraska  
JOE RERUCHA  
My Comm. Exp Aug. 1, 1985

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C. HAROLD OSTLER  
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ASSIGNMENT OF DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF CHIMNEY RIDGE, A SUBDIVISION  
IN DOUGLAS COUNTY, NEBRASKA

This Assignment of Declaration is made as of this 22 day of February, 1991, by LAKEVIEW HEIGHTS COMPANY, a Nebraska partnership (the "Declarant"). Declarant does hereby transfer and assign to CHIMNEY RIDGE HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation (the "Association"), all of its right, title and interest in and to that certain Declaration of Covenants, Conditions, Restrictions and Easements of Chimney Ridge, a Subdivision in Douglas County, Nebraska (the "Declaration"), dated May 18, 1983, covering the following property:

Lots 1 through 80, inclusive, in Chimney Ridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

and recorded in the office of the Register of Deeds of Douglas County, Nebraska, at Book 693, Page 705.

Declarant hereby warrants and represents that its interest in the Declaration identified above has not been previously assigned and that the Declaration is in full force and effect.

By its acceptance of this Assignment of Declaration, the Association assumes all of the Declarant's liability under the Declaration and agrees to promptly perform all of the obligations and covenants imposed on Declarant under the Declaration.

LAKEVIEW HEIGHTS COMPANY, a Nebraska partnership,

By: MAPLE LEAF REALTY CO., a Nebraska corporation, Partner

By: Robert J. Horak  
Robert J. Horak, President

By: MADELINE JACOBSON PROPERTIES, INC., a Nebraska corporation, Partner

By: Dale H. Slunicko  
Dale H. Slunicko, President

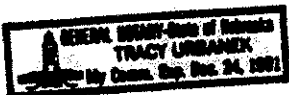
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DOUGLAS COUNTY, NE

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

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 1991, by Robert J. Horak, President of Maple Leaf Realty Co., a Nebraska corporation, Partner, and Dale H. Slunicko, President of Madeline Jacobson Properties, Inc., a Nebraska corporation, Partner, of LAKEVIEW HEIGHTS COMPANY, a Nebraska partnership, on behalf of the partnership.



Tracy Urbanski  
Notary Public

ACCEPTANCE

CHIMNEY RIDGE HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation, hereby assumes all of the Declarant's liability under the Declaration and agrees to promptly perform all of the obligations and covenants imposed upon the Declaration under the date of this agreement.

CHIMNEY RIDGE HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation,

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By: Don M. Chew  
President

ASSIGNMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CHIMNEY RIDGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

This Assignment of Declaration is made as of this 21 day of November, 1991, by LAKEVIEW HEIGHTS COMPANY, a Nebraska partnership (the "Declarant"). Declarant does hereby transfer and assign to CHIMNEY RIDGE ARCHITECTURAL REVIEW BOARD to originally be constituted of three (3) nonresident members identified as: Louis E. Lamberty, Leon Black, and John Dickerson (the "Review Board"), all of its right, title and interest in and to that certain Declaration of Covenants, Conditions, Restrictions and Easements of Chimney Ridge, a Subdivision in Douglas County, Nebraska (the "Declaration"), dated May 18, 1983, covering the following property:

Lots 1 through 80, inclusive, in Chimney Ridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

and recorded in the office of the Register of Deeds of Douglas County, Nebraska, at Book 693, Page 705.

Declarant hereby warrants and represents that its interest in the Declaration identified above has not been previously assigned to a nonresident architectural review board and that the Declaration is in full force and effect. A previous purported assignment was to residents of Chimney Ridge and has been withdrawn accordingly.

By its acceptance of this Assignment of Declaration, the Review Board assumes all of the Declarant's liability under the Declaration and agrees to promptly perform all of the obligations and covenants imposed on Declarant under the Declaration.

LAKEVIEW HEIGHTS COMPANY, a Nebraska partnership,

By: MAPLE LEAF REALTY CO., a Nebraska corporation, Partner

By: Robert J. Horak, President

By: MADELINE JACOBSON PROPERTIES, INC., a Nebraska corporation, Partner

By: Dale H. Slunicko, President

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GEORGE J. ... REGISTER ... DOUGLAS COUNTY, NE

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AND WIFE

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

The foregoing instrument was acknowledged before me this 21st day of November, 1991, by Robert J. Horak, President of Maple Leaf Realty Co., a Nebraska corporation, Partner, and Dale H. Slunicko, President of Madeline Jacobson Properties, Inc., a Nebraska corporation, Partner, of LAKEVIEW HEIGHTS COMPANY, a Nebraska partnership, on behalf of the partnership.



Mary Lou Wellendorf, Notary Public

ACCEPTANCE

CHIMNEY RIDGE ARCHITECTURAL REVIEW BOARD hereby assumes all of the Declarant's liability under the Declaration and agrees to promptly perform all of the obligations and covenants imposed upon the Declaration under the Declaration. Each of the members represent that at the time of this acceptance of appointment, they are not residents of Chimney Ridge.

CHIMNEY RIDGE ARCHITECTURAL REVIEW BOARD,

By: Louis E. Lamberty

By: Leon Black

By: John Dickerson

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