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GEORGE J. SUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DICKINSON'S LANDING
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION made on the date hereinafter set forth, by West Bay, Inc.
("Declarant").

PRELIMINARY STATEMENT

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

Lots 1 through 229, inclusive, in Dickinson's Landing, 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 residential purposes except for such
Lots or parts thereof as may hereafter or previously have been conveyed or dedicated by
Declarant, for use as a school or park.

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:

i) One-story house with attached garage 1650 sq.ft.

On the main floor, exclusive
of garage area (garage must
be approximately at the same
level as the main floor)

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ii) One and one-half	2000 sq.ft.	Total area above the basement level; minimum 1200 sq.ft. on the main floor
iii) Two-story houses	2250 sq.ft.	Total area above grade

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).

3. For a period of ten (10) years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, antenna, satellite receiving station ("dish"), 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 by Declarant as follows:

(i) An owner desiring to erect an improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "Plans"). Such Plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of structure proposed for such improvement. Concurrent with submission of the Plans, owner shall notify the Declarant of the owner's mailing address.

(ii) Declarant shall review such Plans in relation to the type and exterior of improvements and construction, 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. If Declarant 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, Declarant 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 Declarant.

(iv) The decision to approve or refuse approval of a proposed improvement shall be exercised by the Declarant 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 any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligations shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

4. The exposed front foundation wall as well as any foundation wall facing a street of all main residential structures must be constructed of or faced with brick or simulated brick or stone or stucco. All exposed side and rear concrete or concrete block foundation walls not facing a street must be painted. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stone or siding. The roof of all improvements shall be covered with Heritage II style shingles, wood cedar shake or shingles or other materials approved in writing by Declarant.

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, their agents or assigns, during the construction and sale of the Lots.

6. No exposed exterior television, broadcasting 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 the 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 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 semi-tractors/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 residence.

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 Declarant. 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 four (4) 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 Declarant, or their assigns, 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, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structures, dwellings or modular housing improvements shall be moved from outside Dickinson's Landing to any Lot.

ARTICLE II EASEMENTS

A perpetual license and easement is hereby granted to the Omaha Public Power District, US West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric

current for light, heat and power and the for transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five (5') foot wide strip of land abutting all front and side boundary lot lines, an eight (8') foot wide strip of land abutting the rear boundary lines of all exterior lots, except as shown on Lots 110, 111, 112, 139 through 162, inclusive, 164, 165 and 166, to avoid conflict with the existing gas pipeline; and a sixteen-foot (16') wide strip of land abutting the rear boundary line of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') side strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to Metropolitan Utilities District of Omaha, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5') foot wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. Easements relating to the landscaping areas are set forth in Declaration of Easements which has been filed with the Register of Deeds of Douglas County, Nebraska.

ARTICLE III
NOTICE OF POTENTIAL TELEPHONE
FACILITIES CHARGE

U.S. West Communications, Inc. may, upon completion of its distribution system, require a connection charge on some or all of the lots at the time service is requested.

ARTICLE IV
HOMEOWNER'S ASSOCIATION

A. The following definitions shall apply for the purposes of this Article:

1. "Association" shall mean and refer to the Dickinson's Landing Homeowners Association, Inc., its successors and assigns, a Nebraska non-profit corporation.
2. "Improved Lot" shall mean and refer to any Lot of the Properties on which a dwelling has been erected and the construction thereof is substantially complete.

All other definitions contained in Article I will likewise be applicable to this Article.

B. Every owner shall be a member of the Dickinson's Landing Homeowner's Association to be established for the purpose of maintaining the perimeter fencing, landscaping and lighting and entry-way signage, fencing, landscaping and lighting for Dickinson's Landing. The Homeowner's Association shall cover all of the lots in Dickinson's Landing. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

C. The Declarant, for each Lot owned within the Properties as defined herein, hereby covenants and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed covenant and agreed to pay to the Association

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regular annual assessments for the charges for the purposes hereinafter set forth, which assessments, together with interest, costs, and reasonable attorneys' fees shall be and constitute, until paid, a continuing charge against and a lien upon such Lot or property against which each such assessment is made.

D. The assessments levied by the Association shall be used exclusively without any part of the net earnings inuring to the private benefit of its members, to maintain, repair and replace when necessary the Dickinson's Landing Subdivision perimeter fencing, landscaping and lighting and the entryway islands landscaping, fencing, lighting and signage.

E. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations for the Association for that year, and shall levy and collect annual assessments from each Lot on the Properties, which shall be sufficient to fund the budget for the fiscal year. The regular assessment for each unimproved Lot shall be no more than fifty (50%) percent of the regular assessment for improvement lots.

F. The regular annual assessments provided for herein shall commence as to all Lots on the first day of the month following the filing of this Declaration. The regular annual assessments provided herein as to all improvement Lots shall commence the first day of the month following the month during which the dwelling was substantially completed. The first regular annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

G. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine (9%) percent per annum. The Association may foreclose the lien against the property in the same manner as provided by law for foreclosure of mortgages.

H. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

I. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

J. The Homeowner's Association is a non-profit corporation originally formed by the Declarant and its Articles of Incorporation and Bylaws, to the extent not inconsistent with this Declaration, are hereby incorporated herein by this reference. In the event of any conflict

between the Articles and/or Bylaws of the corporation and this Declaration, then this Declaration shall control.

**ARTICLE V
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. Thereafter the covenants, restrictions and other provisions of this Declaration shall automatically renew for successive ten (10) year periods unless terminated or amended by the owners of not less than seventy-five (75%) percent of said lots, which termination or amendment shall thereupon become binding upon all the lots. 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 ten (10) years from the date hereof.

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 8th day of September, 1994.

WEST BAY, INC.
By: 
THOMAS E. SMITH, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 8th day of September, 1994 by Thomas E. Smith in his capacity as President of Declarant.




Notary Public

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REGISTER OF DEEDS



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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made the date hereinafter set forth by West Bay, Inc., a Nebraska corporation, hereinafter referred to as "Declarant".

RECITALS

A. On September 9, 1994, a Declaration of Covenants, Conditions, Restrictions and Easements for Dickinson's Landing in Douglas County, Nebraska ("Declaration") for Lots one (1) through two hundred twenty-nine (229), inclusive, in Dickinson's Landing, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, was recorded by Declarant in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 1124 at Page 719.

B. Article V., General Provisions, Paragraph 2. of the Declaration provides that the Declaration may be amended by the 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 ten (10) years from the date hereof.

NOW, THEREFORE, Declarant whereby declares that the Declaration recorded on September 9, 1994 in Miscellaneous Book 1124 at Page 719 in the office of the Register of Deeds of Douglas County, Nebraska should be and hereby is amended as follows:

1. Article I, paragraph 3 is hereby amended by deleting from the third and fourth lines thereof the following words: "antenna, satellite receiving station ("dish"), solar heating or cooling device, tool shed, windmill and wind generating equipment and inserting therein as the first sentence thereof the following:

At no time shall any of the following be allowed to be constructed, erected, placed or permitted to remain on any lot: dog runs, antennas, satellite dishes larger than 24" in diameter, solar heating or cooling devices, a detached shed, or wind generating equipment.

2. Article I, paragraph 8 shall be amended by deleting therefrom the first sentence and inserting therein as the first sentence the following:

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 an enclosed structure) for more than seven (7) days in any calendar year.

3. Article I, paragraph 13. The term "dog run" shall be deleted.

RETURN: Walsh Fullenkamp & Doyle
11440 West Center Road
Omaha, NE 68144

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4. The first sentence of Article IV, subparagraph B and Article IV, paragraph D. shall be amended by changing the period at the end of the sentence to a comma and adding the following:

enforcement of the Article I restrictions and covenants, promoting and maintaining the general aesthetic appearance and upkeep of the entire area and otherwise promoting and sustaining the Association's business.

5. Article V, paragraph 1 will be amended by adding after Declarant, "the Dickinson's Landing Homeowners Association, Inc."

6. Article V, paragraph 2 by deleting therefrom the last sentence thereof and adding in its place and stead the following:

Declarant may, for a period of ten (10) years from the date hereof, amend Article I, paragraph 2 for a maximum of ten (10) lots by reducing the square foot requirements by a maximum of ten (10%) percent. Until such time as all lots are improved, Declarant shall have the right to waive any one or more of the restrictions and covenants of Article I, except paragraph 2 thereof for hardship or other good cause.

All other terms of said Declaration shall remain in full force and effect.

Dated this ___ day of August, 1997.

WEST BAY, INC.

By

[Signature]
Thomas E. Smith, President

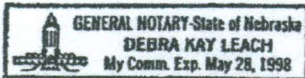
STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 26th day of August, 1997, the foregoing instrument was acknowledged before me, a Notary Public, by Thomas E. Smith, President of West Bay, Inc., acting on behalf of said corporation.

[Signature]
Notary Public



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**ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS
 PURSUANT TO THE
 DECLARATION OF COVENANTS CONDITIONS,
 RESTRICTIONS AND EASEMENTS FOR
 DICKINSON'S LANDING**

This Assignment and Assumption of Declarant Rights is entered into by and between West Bay, Inc., a Nebraska corporation ("Assignor") and Dickinson's Landing Homeowners Association, Inc., a Nebraska nonprofit corporation ("Assignee").

WHEREAS, Assignor is the Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Dickinson's Landing, which was recorded in the office of the Douglas County Register of Deeds on September 9, 1994, Miscellaneous Book 1128, at Page 719, against the following described real property, to-wit:

Lots 1 through 229, inclusive, Dickinson's Landing, a subdivision as surveyed,
 platted and recorded in Douglas County, Nebraska (hereinafter referred to as the
 Declaration).

WHEREAS, Assignor agrees to assign and Assignee agrees to assume Assignor's rights, obligations and duties under the Declaration.

NOW, THEREFORE, the parties agree:

1. Assignor hereby assigns to Assignee all of its rights, obligations and duties as Declarant under the Declaration.
2. Assignee hereby assumes all of Assignor's rights, obligations and duties as Declarant under the Declaration.
3. Accordingly, Assignee is hereby the Declarant under the Declaration effective immediately.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the day and year set forth below.

ASSIGNOR:

WEST BAY, INC., a Nebraska corporation,

By: 
 Thomas E. Smith, President

ASSIGNEE:

DICKINSON'S LANDING HOMEOWNERS ASSOCIATION, Inc.

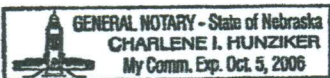

 Paul R. Deetsch, President

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AMMENDMENT II

(11)

ASSOCIATION, INC., a Nebraska nonprofit corporation.,



By: Thomas E Smith
Its: President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Thomas E. Smith, President of West Bay, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

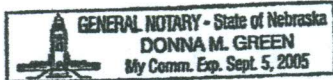
Witness my hand and Notarial Seal this 11th day of May, 2004.

Charlene I. Hunziker
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came Paul R. Dietsch, President of the Dickinson's Landing Homeowners Association, Inc., a Nebraska nonprofit corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal this 13th day of May, 2004.



Donna M. Green
Notary Public

AFTER RECORDING, RETURN TO:

Paul R. Dietsch
409 S. 17th St., Suite 500
Omaha, NE 68102

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