

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CONCORD SQUARE

THIS DECLARATION, made on the data hereinafter set forth by the CONCORD SQUARE HOMEOWNERS ASSOCIATION, Nebraska Non-Profit Corporation, hereinafter referred to as the "Declarant" and _____, husband and wife, hereinafter collectively referred to as the "Owners",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property, which is more particularly described as follows:

Concord Square Lots 1-45

And,

WHEREAS, Declarant will convey the lots within such described property, subject to certain protective covenants and restrictions, as hereinafter set forth.

NOW, THEREFORE, Declarant hereby that all of the lots described above shall be held, sold, and conveyed subject to the following restrictions and covenants, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These covenants and restrictions shall run with the real property and shall be binding upon all parties having or acquiring any right, title, or interest in the described lots or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

- A. "Owner" shall mean and refer to the current and record owner, whether one or more persons or entities, of a fee simple title to any lot which is a party of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- B. "Properties" shall mean and refer to all such lots that are subject to the Declaration or any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1 through 45, a subdivision survey, platted and recorded in Douglas County, Nebraska.
- C. "Declarant" shall mean and refer to Concord Square Homeowners Association, a Nebraska Corporation, its successors and assigns.
- D. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successor or assigns.
- E. "Applicant" shall mean Owner, Contractor, or Realtor.

ARTICLE II
ARCHITECTURAL CONTROL

A. No dwelling, fence, wall, driveway, pation, patio enclosure, deck, rock garden, swimming pool (pool must have a cover (tarp) & privacy fence with lock), television or radio antenna, satellite dishes, solar collecting panels or equipment, air conditioning equipment, wind-generating power equipment, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surrounding, topography, location with the lot boundary lines, quality of construction and size and suitability for residential purpose as part of it review procedure. Only exterior colors of certain earth tone hues will be acceptable. Designs of a repetitive nature and/or with close proximity to one another will not be approved. Superficial, cosmetic or minor architecture detail difference in like designs will constitute a basis for approval. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvement which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of material to be included in the improvement may e required of the applicant at the discretion of the Architectural Control Committee. Submittal 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 submittal. 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, material and/or drawings:

1. Site plan indicating specific improvement and indicating Lot number, street address, and sidewalks.
2. Complete construction plans, including, but not limited to, basement and upper floor plans, floor areas or each level, wall sections, stairs and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extant of siding, roofing, and other faces and/or veneer materials.

D. 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 document above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as an Architectural Control Committee disapproval.

ARTICLE III
RESTRICTIONS FOR RESIDENTIAL UNITS

A. All lots are hereby restricted to residential use and to structures and uses related to the convenience and enjoyment of such residential use, provided, however, that model homes constructed by Declarants or their successors or assigns for the purpose of displaying and selling home and lots, and for officer purpose for such sales, will not be a violation of these covenants. No commercial enterprise or business use shall be permitted, except that home offices will be allowed so long as such offices are not open to the public and/or do not involve regular commercial deliveries or traffic.

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

1. House styles will be permitted only approved by the Architectural Control Committee and shall not be approved unless they are compatible with other homes to be built in Concord Square in the opinion of the Architectural Control Committee in its sole and absolute discretion.

C. Regarding fireplaces and flues constructed as a part of the dwelling on any other Lot the following shall apply:

1. No furnace flue may protrude more than four (4) 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 ridge within four feet of the roof ridge.

D. No fences may be built forward of the rear-most wall at each side (corner) of the rear of the dwelling. Fences shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent bare wire, electrified, and/or snow fences are strictly prohibited.

E. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot, or used as 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 full or partial subterranean dwellings or log house shall be constructed or erect on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots. A shed may be built as long as a privacy fence erected, subject to Architectural Control Committee.

F. No flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with wood shakes, wood shingles, or other roofing material, which have the approval of the Architectural Control Committee in its sole and absolute discretion.

G. Public sidewalks are the responsibility of, and shall be constructed by the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulation of the City of Omaha and any revision thereof. The maintenance of sidewalks, after construction, shall be the responsibility of the Owners of each on the Lots.

H. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easement for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to neither interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

I. No stable or other shelter for any animal, livestock, fowl, or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets [which shall be limited to two (2) per lot may be kept] maintained with the dwelling may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and provided, that they are kept confined in the privacy fence of the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

J. No incinerator or trash burner shall be permitted on any Lot. Not 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 and exit from the garage are required. No clothesline shall be permitted outside of any dwelling unless it is inside the privacy fence (the clothesline must not be higher than the privacy fence). Any exterior air conditioning condenser units or heat pump units shall be placed in the designated side or rear yard of the dwelling; detached accessory buildings are not permitted. No awnings or sun screens of any type shall be affixed to any building or structure located on any lot without the written consent of the Architectural Control Committee.

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

L. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvement

have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine moving. No vegetation shall be allowed to reach more than a maximum height to twelve (12) inches.

M. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

N. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there on 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.

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

P. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling with privacy fence on said Lot. Further, rock gardens must be approved the Architectural Control Committee.

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

R. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" and "Sold" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant, or his agents, in the development of Concord Square.

S. All driveways shall be constructed of concrete or brick.

T. The front, side and rear yards of all Lots shall be sodded or seeded, no limitations of trees in the front yard, not more than two (2) caliper inches in diameter, shall be planted in the front of the yard of each residence, subject to Architectural Control Committee. No trees shall be plant in the dedicated street right-of-way located between the pavement and the Lot line. All yards shall be sodden and within one (1) year from the date that construction for the resident on the Lot was initiated.

U. No solar collecting panels or equipment, no wind generated power equipment shall be allowed on the Lots. No television antenna, no antenna of any kind or nature, nor satellite dish over 18" in diameter, shall be allowed on the Lots unless completely screened from view for every street and from all of the other Lots in the subdivision in a manner approved by the Architectural Control Committee. Satellite dishes of 18 " or less shall be permitted only with the approval of the Architectural Control Committee.

V. The property shall be leased for the duration of this Declaration.

ARTICLE IV
EASEMENTS AND LICENSES

A. A perpetual license and easement is hereby reversed in favor of the granted to Qwest Communications Telephone Company, the City or County franchised cable television firm and/or the Declarant, and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat, and power and for all telephone and telegraph and message services and cable television under a 8-foot strip of land adjoining the rear boundary lines of all interior Lots, a _____-foot strip of land adjoining the rear boundary lines of all exterior Lot and a _____- foot strip of land adjoining all side boundary lot lines and license being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific conditions that if any said utility companies fail to construct wires or conduits along and of the said lot line within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed with replacement within 60 days after their removal, then the lot line easement shall automatically terminate and become void as to such unused or abandoned easement way. No permanent building shall be placed in perpetual easement way, but the same may be used for garden, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid used or right herein granted.

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

ARTICLE V
COMMON AREAS; MAINTENANCE; HOMEOWNERS ASSOCIATION

A. Establishment of Homeowner's Association: For five (5) years following the date of recording of these Covenants, Declarant reserve the right, under terms and conditions within its sole discretion (except as otherwise specified herein) to establish a nonprofit corporation or organization to serve as a Homeowner's Association for the Concord Square Subdivision, The primary purpose of the Homeowner's Association will be to control and develop common areas established by Declarants and to thereafter maintain and improve same. The legal form of the Association shall be determined by Declarant, but each lot within the Subdivision shall be entitled to one vote or one share (as the case may be) in connection with the governance of the Association. The Association shall specifically have the right to make annual assessments against lots in the Subdivision to provide for the maintenance and upkeep of the common areas, provided that such assessments are made equally against each lot within the Subdivision. Unpaid assessments duly levied by the Association shall become liens upon the lots affected and shall be the personal obligations of any Owner of such lot at the time assessments are made. PROVIDED, HOWEVER, that the lien of any assessments provided for herein shall always be subordinate and junior to lien of any first mortgage or Deed of Trust now or hereafter placed against any Lot. PROVIDED URTHUR, that no such assessments shall be made or levied against New Community Development on any lots owned by it within the subdivision.

B. Establish of Common Areas: Declarants hereby establish a perpetual easement on, over and across and _____ / within such easement, Declarant or Homeowner's Association shall have the right to erect a perimeter fence and to install and maintain such landscaping as Declarant or the Association sees fit.

C. Enforcement of Covenants: Any Homeowner's Association established pursuant to the provision of this Article shall have the same Covenant enforcement rights hereof as would Declarants or any owner of any lot.

D. Merger of Architectural Committee: Should Declarants establish a Homeowner's Association as provided for in this Article, then the Architectural Committee shall cease to exist as an independent body and functions of the Architectural Committee shall be then assumed by the Homeowner's Association. The Association shall thereafter exercise architectural control as described herein.

ARTICLE VI GENEAL PROVISIONS

A. The Declarant, or their assignee, or any Owner of a Lot named herein, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservation now or hereinafter imposed by the provision of the Declarant, either to prevent or restrict any violation of same, or to recover damages, other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herding contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The covenant and restriction of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date of the Declaration ids recorded. The declaration may be amended by the declaration, or any person, firm, corporation, partnership, or entity designated in writing by the declaration in any manner it shall determine in its full and absolute discretion for a period of five (5) years from that date hereon. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots covered by this Declaration.

C. Invalidation of any one of this covenants by judgment or court order shall in no way effect any of the other PROVISIONS hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and Other Property Owners have caused these present to be executed on the date(s) shown.

DECLARANT:

NEW COMMUNITY DEVELOPMENT CENTER, INC.
A Nebraska Non-Profit Corporation

By: _____
Michael Maroney, President

PROPERTY OWNER(s):

Owner of Lot(s)

Date _____

The foregoing instrument was acknowledged before me this _____ day of _____, by Michael Maroney, President of New Community Development, Inc., and Nebraska Corporation.

Notary Public

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, Property Owner(s)

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)