

WASHINGTON COUNTY NEBRASKA
Filed for record on October 13, 2020 at 01:08 PM
Instrument No. 2020-04261
(23 Pages)
Carolyn M Stodola
Carolyn M Stodola, Register of Deeds

Recorded _____
General _____
Numerical _____
Photostat _____
Proofed _____
Scanned _____

DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth by the owners of Lots 1-19, and the Lot entitled "Outlot 2", being all of the lots and land located within Cooper Woods Subdivision, a Subdivision of Washington County, Nebraska, herein after collectively referred to as "Declarants":

WHEREAS, Declarants are the owners of the following lots located in Cooper Woods Subdivision, a Subdivision of Washington County, Nebraska:

1. Lot 1: Darold L. French and Mary Judith French, husband and wife as joint tenants
2. Lot 2: Jeremiah J. Haynie and Amanda L. Haynie, husband and wife as joint tenants
3. Lot 3: David M. Peterson and Deborah M. Peterson, husband and wife as joint tenants
4. Lot 4: Ryan Anthony Spangler and Keri Ellis Spangler, husband and wife as joint tenants
5. Lot 5: Richard N. Burgess and Linda A. Burgess, husband and wife as joint tenants
6. Lot 6: Wes Simpson and Andrea Simpson, husband and as joint tenants
7. Lot7: Darrell E. Conrad and Becky L. Conrad, husband and wife as joint tenants
8. Lot 8: James A. Cappellano and Kimberly A. Cappellano, husband and wife as joint tenants
9. Lot 9: Daniel J. Rosloniec and Phyllis M. Rosloniec, husband and wife as joint tenants
10. Lot 10: Leonard R. Siedlik and Susan J. Siedlik, husband and wife as joint tenants
11. Lot 11: Chris A. Wormuth and Janella L. Wormuth, husband and wife as joint tenants
12. Lot 12: Scott Hicks and Tiffany Hicks, husband and wife as joint tenants
13. Lot 13: Terry D. Gochanour and Kathryn A. Gochanour, husband and wife as joint tenants
14. Lot 14: Timothy J. Barry and Cynthia M. Barry, husband and wife as joint tenants
15. Lot 15: Steven M. Nelson, and Julie Nelson, husband and wife
16. Lot 16: Michael Pickette and Lori B. Pickette, husband and wife as joint tenants
17. Lot 17: Frederick C. Perchal and Cynthia L. Perchal, husband and wife as joint tenants
18. Lot 18: Sean D. Munger and Jennifer L. Munger, husband and wife as joint tenants
19. Lot 19: Joshua Kroupa and Jennifer Kroupa, husband and wife as joint tenants

20. Outlot 2: Cooper Woods Homeowners Association, Inc., a Nebraska nonprofit corporation

WHEREAS, the Declarants desire to create on the herein above-described real property, an acreage community with streets, improvements and green space.

WHEREAS, Declarants desire to provide for the preservation of the values and amenities in said Subdivision and for the maintenance of said streets, improvements, green spaces, and other common facilities; and to this end, desires to subject "The Properties" to the covenants, restrictions and easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarants have deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarants hereby bind themselves and their lots to these protective covenants, restrictions, reservations, easements, liens and charges as hereinafter set forth;

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Cooper Woods Homeowners Association, Inc. a Nebraska non-profit Corporation, its successors and assigns.

Section 2. "Green Space" shall mean and refer to the real estate as "Park - Outlot 2" identified in attachment A.

Section 3. "Declarant" shall mean and refer to Cooper woods Home Owner's Association Inc.

Section 4. "Living Units" shall mean and refer to any building situated upon The Properties designated and intended for the use and occupancy as a residence by a single family.

Section 5. "Lot" shall mean and refer to any parcel of land, whether all or a portion of any platted lot shown upon any recorded map or plat of The Properties, upon which a Living Unit may be built, or is proposed to be built. The Lots subject to this Declaration are Lots 1-19, inclusive, and the Lot entitled "Park".

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to all or any part, parcel or portion of a platted Lot which is a part of The Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "The Properties" shall mean and refer to all such properties as are subject to the Declaration or any Supplemental Declaration under the provisions of Article II hereof, which shall initially consist of Lots 1-19 inclusive, and the Lot entitled "Park", in Cooper Woods, a Subdivision, as surveyed and platted and recorded in Washington County, Nebraska.

Section 9. "Supplemental Declaration" shall mean and refer to any written instrument filed under the provisions of Article II hereof which shall subject additional real estate to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The Lots shall be held, transferred, sold, conveyed and occupied subject hereto. The Association shall have the right at any time subsequent to the filing of this Declaration, to add, annex and subject additional contiguous land in Washington County, Nebraska, to this Declaration by filing in the Office of the Register of Deeds of Washington County, a written instrument duly executed and acknowledged by the Association and the fee simple owner of such additional land, to the effect that such additional land is being subjected hereto. The annexation of additional land to be subject hereto shall require written instruments signed by a majority of the membership in the Association. Any real property thereby subjected to this Declaration shall, after said filing, be subject hereto and the owners thereof shall be subject to all the same duties, liabilities and rights hereunder as though said additional property had been originally a part of the real estate described in Article I hereof on the date of the filing of this Declaration.

ARTICLE III

PROPERTY RIGHTS IN THE GREEN SPACE

Section 1. License to Use Green Space. Every owner and/or member of the Association, shall have a revocable license to use the Green Space, subject to the following provisions:

- (a) the right of the Association to suspend the rights to the use of the Green Space for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

- (b) the right of the Declarants, to terminate the license to use the Green Space at any time and the right of Declarants to convey and transfer, free and clear of this Declaration, all or any part of the Green Space, at the sole discretion of Declarants.

Section 2. Title to the Green Space. The Association shall retain the title to the Green Space.

ARTICLE IV

MEMBERSHIP

Every Owner under this Declaration shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of the Lots. Ownership of a Lot or Lots shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE V

VOTING RIGHTS

Members (Owners) shall be entitled to one vote for each Lot owned. When voting is required on specific proposals/motions, a 2/3 approval is required for a motion to pass.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot subject to Section 6 of this Article, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenants, and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. All subsequent purchaser shall take title to the Lot subject to said lien and shall be bound to inquire to the Association as to the amount of any unpaid assessments. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and recreation of the residents of The Properties and, in particular, annual assessments shall be used for: (i) the maintenance and repair of the Properties; (ii) the maintenance, repair and snow removal of all public or private roadways or streets

within the Cooper Woods Subdivision; (iii) the care, mowing and maintenance of walking paths, Green Spaces and other common areas (iv) the care, maintenance and inspection of the dry cell (which is located within Cooper Woods as shown on the final plat thereof) including all obligations set forth in the Agreement entered into between the Developer and Washington County, Nebraska (including the requirement for an inspection by a licensed professional engineer every three years); providing insurance coverages upon the roadways and Properties as herein set forth; and providing for the recreation needs of the residents of The Properties. Annual assessments, and annual assessment revenues, are not intended to be for maintenance, repair or replacement of the Living Units or appurtenant structures or improvements.

Section 3. Initial/Annual Assessments.

- (a) Each annual assessment shall be due by date voted on at annual Homeowners Association Meeting.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the streets or roadway; provided that any such assessment shall have the assent of 2/3 of Lots (13 of 19 votes) of members or proxy (signed, witnessed and presented to a fellow Cooper Woods property owner prior to vote) must be present to meet quorum for action.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be delivered either personally, by email, or by mail to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. 2/3 of Lots (13 of 19 votes) of members or proxy must be present to meet quorum for action.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate (1/19 share) for all Lots and may be collected on a basis decided upon at the annual meeting.

The Board of Directors shall propose a budget for each calendar year, which shall include the estimate of funds required to defray the expenses of the Association in the calendar year and provide funds for reserves as herein set forth. The budget shall be adopted in January of each year for the calendar year and copies of the budget and proposed annual maintenance and reserve assessments shall be shared with each Lot Owner during the Annual meeting or at the request of the Homeowner. Budgets may be amended during a current year when necessary, but copies of the amended budget and proposed increase or decrease in assessments shall be sent to each Owner as promptly as possible.

Based on the proposed and approved budget, the Annual Homeowners Association meeting will decide the business of an amount of annual assessment voted and approved at that meeting by 2/3 vote. The Owners will pay annual assessment by due date decided on at Annual meeting in either installments or one payment based on decision of amount at each Annual Meeting after acceptance of proposed budget for year.

Section 7. Effect of Non-Payment of Assessments: The Personal Obligation of the Owner The Lien; Remedies of the Association. If any assessment, or any installment thereof, is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the association. The Treasurer will provide acknowledgement and/or receipt upon payment of dues with written document or via email upon request.

Any delinquent assessment or installment thereof not paid within thirty (30) days after the due day shall bear interest from the due date at the rate of ten percent (10%) per annum. In the event the unpaid assessment is an installment of an annual assessment, the Association may, after such thirty (30) day period and during the continuance of the default, declare all remaining installments of said annual assessment immediately due and payable, at its option. The

Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot. The Mortgagee of the subject property 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 rights of foreclosure to the Mortgagee.

Section 8. Subordination of the Lien to Mortgages. 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 mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or any assessments thereafter becoming due, or from the lien thereof.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE (Board of Directors)

Section 1. Establishment. The Board of Directors of the Association shall serve as an Architectural Control Committee.

Section 2. Review of Committee.

- (a) Structures. No structures, whether residences, accessory buildings, tennis courts, swimming pools, antennae fences, walls, driveways, patio, patio enclosure, shall be constructed or maintained upon any Lot, nor shall any grading or excavation be commenced unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location

of the structure platted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by Washington County and a copy of such plans, specifications, and lot plans as finally approved, deposited with Washington County. The committee shall have such other powers and duties as set forth in this Declaration, the By-Laws of the Association.

Section 3. Liability. The Board of Directors shall not be liable in damage to any person submitting request for approval or to any Owner within The Properties by reason of any action, failure to act, approve, disapprove, or failure to approve or disapprove with regard to such requests which should be made in writing.

ARTICLE VIII

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a "common scheme" upon Lots for the benefit of each other Lot, and may be enforced by the Association or by any Owner of a Lot.

- (a) No Lot shall be used except for residential purposes.
- (b) With the exception of accessory buildings, no building shall be created, altered, placed, or permitted to remain on any residential building plot other than the one (1) single-family dwelling referred to above, and said dwelling shall conform to the following requirements:
 - (1) A one-story house (Ranch) with attached garage shall contain a minimum of 1,500 square feet of living area on the main floor, exclusive of garage area. The garage must be approximately at the same level as the main floor.
 - (2) One and one-half and two-story houses shall contain a minimum of 2,000 square feet in total area above the basement level, exclusive of garage area. For the purpose of these Restrictions, two-story height shall, when the basement wall is exposed above finished grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure of the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breeze-ways, courtyards, patios, decks, basements, garages, or carports. The basement will not be considered a story even if it is 100% above grade on one or more sides and essentially below grade on the other sides.
 - (3) All dwelling units and structures shall be of new construction.

- (4) No dwelling may be built of material other than wood, stone, stucco, brick, vinyl or a combination thereof.
- (c) Storage sheds, barns, carports, detached garages, and other buildings (collectively referred to herein as "accessory buildings") shall be located no closer to roads than the front foundation line of the dwelling. Storage sheds, barns, and detached garages on any Lot shall be approved by Washington County and approval of the Board of Directors.
- (d) When improvements are erected on any Lot in this Subdivision, the Owner shall at the same time construct and connect said improvements to an adequate sewage disposal facility which shall consist of a minimum of a 1500 gallon septic tank, and connect same in compliance with regulations and specifications of the Nebraska State Health Department of Washington County, Nebraska, which are in effect at the date of recording of this Declaration.
- (e) All materials used in construction of any building on any Lot shall be new. Used antique brick or stone is permitted for decorative purposes. Frame construction shall be with wall studs, joists, and rafter at sixteen inches (16") on center. Roof trusses may also be used with a maximum spacing of twenty-four inches (24") on center unless other provisions regarding frame construction and roof trusses have been adopted and incorporated into the universal Building Code and any other additional applicable building code set by an appropriate governing body of Washington County, Nebraska or any other applicable political subdivision having jurisdiction in regard thereto. In such case, the provisions of such applicable building code regarding framing and roof trusses shall be deemed acceptable and in compliance with these covenants. Construction other than conventional wood framing may also be employed with complete detailed building plans by a licensed building contractor or architect. Roof overhangs shall be a minimum of twelve inches (12") at gable ends, and sixteen inches (16") at all other locations, except where to do so would detract from the appearance, such as bay windows, or affect the function of a dwelling.
- (f) No fences shall be erected in front of the main residential structure, except decorative fences no more than forty-two inches (42') in height, constructed of brick, stone, PVC or wood. Side and rear fences shall be maintained in such a manner as to not be unsightly to the neighboring properties.
- (g) No structure of a temporary character, tent, shack, barn or other out building shall be used as a residence, temporarily or permanently. No structure or dwelling previously occupied as a residence elsewhere shall be moved from outside of Cooper Woods Subdivision onto any of said Lots. This prohibition specifically includes mobile homes and double-wide mobile homes.

- (h) No manufactured homes shall be allowed to be placed on any lots in Cooper Woods. For purposes of this section, "manufactured homes" shall mean:
- (1) A factory-built structure which is to be used as a place of human habitation, which is not constructed or equipped with permanent hitch or other device allowing it to be moved other than to a permanent site, which does not have permanently attached to its body or frame any wheels or axles and which bears a label certifying that it was built in compliance with National Manufactured Home Construction and Safety Standards, 24 C.F.R. 3280, et seq., promulgated by the United States Department of Housing and Urban Development;
 - (2) Any factory-built structure constructed on a non-removable chassis; or
 - (3) Any factory-built structure that does not meet the inspections required by the Uniform Building Code (UBC) or its equivalent, normally shown by the application of a State or inspection agency label of approval.
- (i) No mobile homes shall be allowed to be placed on any lots in Cooper Woods Subdivision. For purposes of this section, "mobile home" shall mean: a year round, transportable structure which is a single family dwelling unit suitable for permanent residence (more than thirty (30) days living quarters), more than eight feet (8') wide and forty feet (40') in length, designated and built to be towed on its own chassis and designed to be used as a single family dwelling with or without a permanent foundation when connected to the required utilities.
- (j) During construction, the builder and Owner will use reasonable measures to deter rain from washing mud into the streets. Reasonable measures include, as a minimum, using bales of hay or straw to stop such flow.
- (k) Animals kept on any Lot, will be as allowed by Washington County, Nebraska regulations. Dogs shall not be allowed to run at large. Dog owners have the responsibility to make sure to control noise so as not to disturb their neighbors.
- (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 improvements have not yet been installed shall not be used for dumping of any waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots where dwellings have not yet been constructed, shall be allowed to reach more than a height of twelve inches (12"). No material other than earth, sand, rock, or gravel shall be used as fill on any Lot.
- (m) No Lot as originally platted or replatted shall be used as a building plot if it has to be reduced below its original platted width; provided that parts of two or more

platted Lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said Lots as originally platted.

- (n) In addition to the rights, duties, and obligations of the Association set forth in its Articles of Incorporation and By-Laws, the Association shall:
 - (1) Own and maintain the public road system in Cooper Woods Subdivision;
 - (2) Institute a program of weed control within the Subdivision. The Owner of each Lot shall mow and keep his Lot free of weeds and underbrush.
 - (3) Maintain all areas within the Subdivision designated as park, Green Space, and roads.
- (o) No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any Lot any time as a residence either temporarily or permanently.
- (p) No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations.
- (q) The following: boat, camping trailer, auto-drawn trailer of any kind, mobile home, truck, motorcycle, grading or excavation equipment or other heavy machinery or equipment, or aircraft shall be stored inside the garage, other accessory building or in a designated parking space on Owner Lot. Any vehicles or equipment undergoing repair, must be moved within 30 days.
- (r) No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the Living Unit and not exposed to view from the outside of the Living Unit. No bulk fuel tank (except propane) shall be permitted to be stored on Owners lot. No clothes lines shall be permitted outside of any Living Unit at any time except one umbrella type clothes line per Lot. Any exterior air-conditioning condenser unit shall be placed in the rear or side yard.
- (s) No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any Lot except that real estate for-sale or for-rent signs of a size no greater than 4.5 square feet shall be permitted temporarily in the yards of Living Units which are being offered for sale or rent.
- (t) Exposed portions of the foundation on the front of each Living Unit are to be covered with either siding or brick and exposed portions of the foundation on the

sides and rear of each Living Unit shall be either covered with brick or siding or shall be painted.

- (u) The setbacks for the Property to be developed for the Living Units shall be the requirements as adopted by Washington County.
- (v) Antennas and satellite dishes shall be subject to approval by the Board of Directors. Such structures shall not exceed ten feet (10) in height and shall be inconspicuously located.
- (w) A Living Unit on which construction has begun must be completed within twelve (12) months from the date the foundation was dug for said Living Unit.
- (x) No Owner, other than the Declarant, successors and assigns, shall place any structure whatsoever upon the Common Properties, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Properties to all members.
- (y) All septic systems, water wells, living units and other permitted structures shall only be built or placed in the authorized areas set forth on Exhibit "B" attached hereto and incorporated by this reference herein; provided, however, for good cause shown and to avoid substantial hardship, the Board of Directors may allow deviation from Exhibit "B" on a case by case basis.

ARTICLE IX

INSURANCE

Insurance shall be obtained and maintained and the proceeds thereof disposed of by the Association as follows:

Section 1. Coverage. The Association shall obtain and maintain in effect for the improvements upon the Common Properties, one or more policies of insurance against the perils of fire, lightning, malicious mischief and vandalism with extended coverage in amounts equivalent to the full replacement costs of any damage or destruction caused by any such peril, without deduction for depreciation. Such coverage shall include "contents coverage". The Association shall obtain and maintain in effect public liability insurance in such limits as determined by the Board of Directors, but in no event less than \$500,000/\$1,000,000/\$100,000 covering the Common Properties with the Association, Board, its employees and agents as insureds. The Association shall also obtain and maintain workmen's compensation coverage and such other coverage as determined by the Board.

Section 2. Valuation and Coverage Amount. Prior to obtaining any policy of physical damage insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a casualty company or otherwise of the full replacement of the improvements on the Common Properties, without deduction

for depreciation, for the purpose of determining the amount of physical damage insurance to be effected pursuant to this Article.

Section 3. Liability of Board. The Board of Directors shall not be liable to any party upon the amount of insurance coverage obtained in settlement of the insurance claim nor the application of the insurance proceeds, except in the event of loss arising from its gross negligence or willful misconduct.

ARTICLE X

EASEMENTS

The Properties are, and shall perpetually be, any thereof is terminated, subject to all and each of the following easements for common use construction, maintenance, support, repair, recreational and other access, private and public sewer line construction and services and roadway easements.

Section 1. Utility Easements. Declarants hereby grant to itself and to each of the Association, all utility easements as shown on the Final Plat of Cooper Woods, and their respective assigns and successors, a perpetual easement, together with rights of egress, ingress, and other access thereto, for purposes of construction, installing, maintaining, operating, renewing, or repairing their respective telephone, water, electric, or other utility conduits, lines, or other facilities in and under the Common Properties, and each Lots, as confined to noninterference with any driveway, sidewalk or structural element of any approved or permitted Living Unit on any Lot. While the utility easement granted herein is a blanket easement, the easement shall not, nor is it intended to, interfere with the orderly development of each Lot, and the Grantees of the above-described easement agree to use only so much of the easement as is necessary for their purposes in order to maximize the buildable area of each Lot. The grantees of -the above-described easement further agree that subsequent to the construction of their respective improvement on the Properties, they shall reduce said blanket utility easement to a specific metes and bounds easement setting forth the actual amount of The Properties used for said improvements, and all Owners hereby covenant and agree to cooperate with the reduction of the blanket utility easement to a specific metes and bounds utility easement. Each such Grantee, by acceptance or use of this easement right, shall be deemed to agree to restore the surface of the soil excavated for my purposes hereunder to the original contour thereof as near as may be possible and to repair or replace the surface of any lawns, streets, parking areas or driveways which may have been disturbed for any purpose hereunder as near as may be possible to their original condition. Such restoration, repair or replacement shall be performed as soon as may be reasonably possible to do so. The easement as to any of the Common Properties shall be determined and granted by the Association in the manner set forth in the By-Laws, as from time to time amended.

Section 2. All telephone and electric power service lines and other utilities shall be underground.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration. The covenants shall automatically renew each year at the start of the year. Addendums may be submitted to address new covenants or adjustments to the covenants.

Section 2. Amendments. The covenants and restrictions of 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, until such times as the Declarant has conveyed fee simple title to nineteen (19) of the Lots. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (%) of the Lots covered by this Declaration. Written and/or email notice of any proposed amendment and a meeting to be called for such purpose must be sent at least 14 days prior to such proposed meeting, by the Board of Directors of the Association. The notice will contain the full text of the proposed amendment and the date, time and place of the meeting. Any such amendment so adopted and executed must be properly recorded.

Section 3. Notices. Any notice required to be sent to any Member, Owner or Mortgagees under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing; provided, that it shall be the sole responsibility of each contract purchaser and mortgagee to notify the Association, in writing, of its interest in a Lot prior to the responsibility arising in the Association to notify and contract purchaser or mortgagee as required under any of the provisions herein established. In the absence of such notice, the Association shall be free from any liability or responsibility to such party or parties arising by reason of performing its duties hereunder.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement by the usage of cost bond postage shall also be available to the Declarant and/or the Association.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provision, which shall remain in full force and effect.

This Declaration shall be filed for record, in full, in the Washington County, Nebraska, Recorder's Office. This Declaration of Residential Covenants, Conditions and Restrictions shall be effective on the date they are filed with the Washington County Recorder's Office.

Signatures:

Lot 1:

Darold L. French
Darold L. French

Mary Judith French
Mary Judith French

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Darold L. French and Mary Judith French, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 22nd day of September, 2020.



Stacy Olson
NOTARY PUBLIC

Lot 2:

Jeremiah J. Haynie
Jeremiah J. Haynie

Amanda L. Haynie
Amanda L. Haynie

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Jeremiah J. Haynie and Amanda L. Haynie, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 9th day of October, 2020.



Stacy Olson
NOTARY PUBLIC

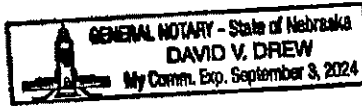
Lot 3:

David M. Peterson
David M. Peterson

Deborah M. Peterson
Deborah M. Peterson

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared David M. Peterson and Deborah M. Peterson, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 9th day of October, 2020.



[Signature]
NOTARY PUBLIC

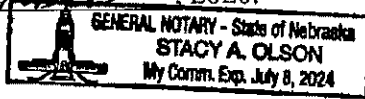
Lot 4:

[Signature]
Ryan Anthony Spangler

[Signature]
Keri Ellis Spangler

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Ryan Anthony Spangler and Keri Ellis Spangler, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 9th day of October, 2020.



[Signature]
NOTARY PUBLIC

Lot 5:

[Signature]
Richard N. Burgess

[Signature]
Linda A. Burgess

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Richard N. Burgess and Linda A. Burgess, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 25th day of September, 2020.



Stacy Olson
NOTARY PUBLIC

Lot 6:

[Signature]
Wes Simpson

[Signature]
Andrea Simpson

STATE OF NEBRASKA)
) :SS:
COUNTY OF Washington

Before me, the undersigned Notary Public, personally appeared Wes Simpson and Andrea Simpson, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 29th day of September, 2020.



Stacy Olson
NOTARY PUBLIC

Lot 7:

[Signature]
Darrell E. Conrad

[Signature]
Becky L. Conrad

STATE OF NEBRASKA)
) :SS:
COUNTY OF Washington

Before me, the undersigned Notary Public, personally appeared Darrell E. Conrad and Becky L. Conrad, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 23rd day of September, 2020.



Stacy Olson
NOTARY PUBLIC

Lot 8:

[Signature]
James A. Cappellano

[Signature]
Kimberly A. Cappellano

STATE OF NEBRASKA)
)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared James A. Cappellano and Kimberly A. Cappellano, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 23rd day of September, 2020.



Stacy Olson
NOTARY PUBLIC

Lot 9:

DJ Rosloniec
Daniel J. Rosloniec

Phyllis M. Rosloniec
Phyllis M. Rosloniec

STATE OF NEBRASKA)
)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Daniel J. Rosloniec and Phyllis M. Rosloniec, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 23rd day of September, 2020.



Stacy Olson
NOTARY PUBLIC

Lot 10:

Leonard R. Siedlik
Leonard R. Siedlik

Susan J. Siedlik
Susan J. Siedlik

STATE OF NEBRASKA)
)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Leonard R. Siedlik and Susan J. Siedlik, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 2nd day of October, 2020.



Stacy Olson
NOTARY PUBLIC

Lot 11:
Chris A. Wormuth
Chris A. Wormuth

Janelle L. Wormuth
Janelle L. Wormuth

STATE OF NEBRASKA)
COUNTY OF Washington) :ss:

Before me, the undersigned Notary Public, personally appeared Chris A. Wormuth and Janelle L. Wormuth, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 22nd day of September, 2020.



Stacy Olson
NOTARY PUBLIC

Lot 12:
Scott Hicks
Scott Hicks

Tiffany Hicks
Tiffany Hicks

STATE OF NEBRASKA)
COUNTY OF Washington) :ss:

Before me, the undersigned Notary Public, personally appeared Scott Hicks and Tiffany Hicks, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 25th day of September, 2020.



Stacy Olson
NOTARY PUBLIC

Lot 13:
Terry D. Gochanour
Terry D. Gochanour

Kathryn A. Gochanour
Kathryn A. Gochanour

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Terry D. Gochanour and Kathryn A. Gochanour, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this day of September 24th, 2020.



Stacy A. Olson
NOTARY PUBLIC

Lot 14:

Timothy J. Barry
Timothy J. Barry

Cynthia M. Barry
Cynthia M. Barry

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Timothy J. Barry and Cynthia M. Barry known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 25th day of September, 2020.



Stacy A. Olson
NOTARY PUBLIC

Lot 15:

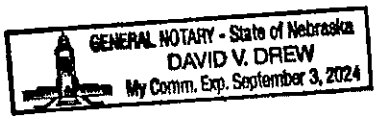
Steven M. Nelson
Steven M. Nelson

Julie Nelson
Julie Nelson

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Steven M. Nelson and Julie Nelson known to me to be the identical person who signed the foregoing instrument, and

acknowledged the execution of the same to be their voluntary act and deed on this 9th day of October, 2020.



[Signature]
NOTARY PUBLIC

Lot 16:

[Signature]
Michael Pickette

[Signature]
Lori B. Pickette

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Michael Pickette and Lori B. Pickette known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 23rd day of September, 2020.



[Signature]
NOTARY PUBLIC

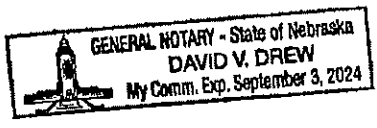
Lot 17:

[Signature]
Frederick C. Perchal

[Signature]
Cynthia L. Perchal

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Frederick C. Perchal and Cynthia L. Perchal known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 7 day of October, 2020.



[Signature]
NOTARY PUBLIC

Lot 18:

[Signature]
Sean D. Munger

[Signature]
Jennifer L. Munger

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Sean D. Munger and Jennifer L. Munger known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 26th day of September, 2020.



Stacy A. Olson
NOTARY PUBLIC

Lot 19:
[Signature]
Joshua Kroupa

[Signature]
Jennifer Kroupa

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Joshua Kroupa and Jennifer Kroupa known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 9th day of October, 2020.

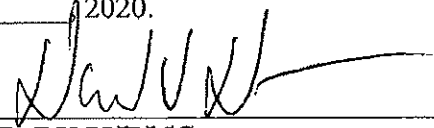


[Signature]
NOTARY PUBLIC

Outlot 2:
[Signature]
Scott Hicks, President of the Cooper Woods Home Association, Inc.

STATE OF NEBRASKA)
COUNTY OF Washington) :SS:

Before me, the undersigned Notary Public, personally appeared Scott Hicks, President of the Cooper Woods Homeowner's Association, Inc. known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution of the same to be their voluntary act and deed on this 9 day of October 2020.



NOTARY PUBLIC

