

Planning Commission Meeting
Monday, October 30, 2023 7:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the council chambers. Items listed on the agenda may be considered in any order.

2. Roll Call

Attendance of Planning Commission members will be recorded to determine the presence of a quorum for official actions.

3. Items of Business

The Planning Commission may take action to hear testimony in favor of or in opposition to, discuss/limit discussion and take action to approve or disapprove a recommendation to the City Council on any matter presented under this title.

3.A. Approve Planning Commission Minutes

3.B. Consider a recommendation to the City Council on the Burlington Estates Preliminary Plat.

3.C. Consider a recommendation to the City Council on the Burlington Estates Final Plat.

3.D. Set a Public Hearing date for the zoning change request for College Park Addition block 15 lots 9-11 R2 to R3

4. Officers' Reports

Reports may be given by Department Heads, other Committees and Commission members concerning current operations of the City. Questions may be asked and answered. No action can be taken by the Planning Commission on matters presented under this title except to answer any question posed and to refer the matter for further action.

5. Adjournment

The Planning Commission will review the above matters and take such actions as they deem appropriate. The Planning Commission may enter into closed session to discuss any matter on this agenda when it is determined by the Commission that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of an individual and if such and individual has not requested a public meeting, or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session.

The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was

called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.

- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.



CRETE PLANNING COMMISSION MEETING

September 25th, 2023 at 7:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

City Hall, 243 East 13th Street
Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

2. Roll Call

Dave Jurena:	Absent
Jay Quinn:	Absent
Brent Cole:	Present
Ryan Jindra:	Present
Justin Kozisek:	Present
Scott Kunch:	Present
Drew Rische:	Present
Jennifer Robison:	Present
Jeff Wenz:	Present

Present: 7, Absent: 2.

City Administrator Tom Ourada was present but did not vote. Also present were City Attorney Anna Burge, City Inspector Brad Bailey, Human Resource Director Wendy Thomas, Acting City Clerk Nancy Tellez, Darcy Ross, and Mike Pavelka.

3. Items of Business

3.A. Approve Planning Commission Minutes

Approved Planning Commission Minutes. Carried with a motion by Scott Kuncl and a second by Drew Rische.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

3.B. Public hearing to hear testimony in favor of and in opposition to and to answer questions in relation to the Petition ZOA23-03 To Amend The Zoning Ordinance.

Opened Public hearing at 7:04 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the Petition ZOA23-03 To Amend The Zoning Ordinance.

Carried with a motion by Drew Rische and a second by Scott Kuncl.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

City Administrator Tom Ourada explained that this property is located by the Blue River Meats. Ourada stated that C2 setbacks make more sense due to T1 not being buildable. The property owner would like to build a shed and run a trucking business. This would be allowed in C2 zoning. The property owner met with Ourada and with City Inspector Brad Bailey to discuss his plans with the property.

Closed Public hearing at 7:07 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the Petition ZOA23-03 To Amend The Zoning Ordinance.

Carried with a motion by Scott Kuncl and a second by Brent Cole.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

3.C. Consider a recommendation to the City Council on the Petition To Amend The Zoning Ordinance on Application:ZOA23-03.

Recommend to the City Council on the Petition To Amend The Zoning Ordinance on Application:ZOA23-03. Carried with a motion by Jennifer Robison and a second by Justin Kozisek.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

3.D. Public hearing to hear testimony in favor of and in opposition to and to answer questions in relation to the Chapter 11 Article 5 Fencing Standards.

Opened public hearing at 7:08 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the Chapter 11 Article 5 Fencing Standards. Carried with a motion by Drew Rische and a second by Justin Kozisek.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

City Administrator Tom Ourada explained that City Inspector Brad Bailey had brought in suggested changes to fencing standards and City Attorney Anna Burge put those into ordinance form. Burge stated that the only change was in Section G. This would help with creating a logical flow. Ourada stated that the City can't grandfather something that isn't legal.

Ourada mentioned that this conversation about changes to the fencing standards started years ago.

Closed public hearing at 7:14 p.m. to hear testimony in favor of and in opposition to and to answer questions in relation to the Chapter 11 Article 5 Fencing Standards. Carried with a motion by Scott Kuncl and a second by Brent Cole.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

3.E. Consider a recommendation to the City Council on Chapter 11 Article 5 Fencing Standards.

Recommend to the City Council on Chapter 11 Article 5 Fencing Standards. Carried with a motion by Drew Rische and a second by Jennifer Robison.

Brent Cole: Aye, Ryan Jindra: Aye, Justin Kozisek: Aye, Scott Kuncl: Aye, Drew Rische: Aye, Jennifer Robison: Aye, Jeff Wenz: Aye

Aye: 7, No: 0

3.F. Accept Preliminary Plat for Burlington Estates.

City Administrator Tom Ourada stated that all the Planning Commission is doing is accepting a preliminary plat and not do anything past that or accepting it. There will continue to be review work. The Planning Commission will review it and can request changes and clarifications. The function of what the Planning Commission is doing is to enable the ability for this preliminary plat to go to the school district, which is part of the process and procedure. Ourada mentioned that the school has to have it 10 days before the next meeting.

Darcy Ross passed out a preliminary plat and explained that there have not been significant changes, only that there are townhome lots that will provide people with the possibility of owning them individually. There had been 6 lots for townhomes but they wanted to make sure they fit 2 car garages, so there would only be 4 townhomes. There will be a total of 35 units.

City Administrator Tom Ourada stated that it will take some rezoning and variance. The variance would be a council decision and would just change a small portion. Ourada stated that the lots are a little bit smaller. They don't meet by 4 feet. Technically, there can be four parking spots with two in the garages and two in front of the garage for watch dwelling. Mike Pavelka mentioned there will be public park space as well as private green space.

4. Officers' Reports

The next Planning Commission meeting will be a joint meeting with the City Council on October 3rd, 2023 at the Community Room for a presentation from Confluence on the Comprehensive Plan.

5. Adjournment

7:30 p.m.



CRETE PLANNING COMMISSION MEETING

October 3rd, 2023 at 7:00 PM
Crete City Hall, 243 East 13th Street

MINUTES

Notice of the meeting was given by posting, the appointed method for giving notice as shown by the attached notice, at the following locations:

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Post Office, 1242 Linden Avenue
City Bank and Trust, 1135 Main Avenue

Advance notice of the meeting was also given to committee members. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open meetings Act, Laws of the State of Nebraska, in the back of the council chambers. All proceedings shown were taken while the meeting was open to the attendance of the public.

1. Open Meeting

Dave Jurena: Present
Jay Quinn: Absent
Brent Cole: Present
Ryan Jindra: Absent
Justin Kozisek: Absent
Scott Kunch: Present
Drew Rische: Present
Jennifer Robison: Present
Jeff Wenz: Absent

Present: 5, Absent: 4.

City Administrator Tom Ourada was also present during the joint meeting.

Also present for the joint meeting were the following City Council members

Tom Crisman: Present
Anthony Fitzgerald: Present

Kyle Frans: Present
Ashley Newmyer: Present
Dan Papik: Present
Dale Strehle: Present
Present: 6.

The meeting was called to order at 6:05pm

2. Roll Call

3. Items of Business

3.A. Comprehensive Plan Update presentation by Confluence staff.

Christopher Shires with Confluence provided a presentation during the joint workshop #2 with the Crete City Council. Including the following information project scope and schedule, plan outline, draft review, and next steps include final approval and updates to the city code. The presentation included community vision and being a welcoming community, quality of life and diversity of housing options.

Transportation was another topic mentioned and exploring partnerships with Saline County Area Transit, Public Health Solutions, Crete Area Medical Center, Doane University and Crete Public Schools. A possible location for a pedestrian overpass was discussed.

A community to grow in and existing land use. Growth restrictions, population projection, and future land use.

Priority A- Annexations

Priority B- Areas that support a wide variety of housing

Priority C- Commercial and business development

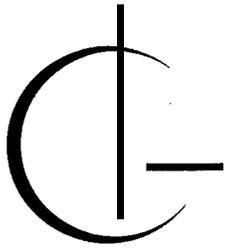
What's Next- There will be a Bilingual Public Open House on Monday, October 16th 4:30pm-6:30pm. More information is on the project website with the plan in detail.

Mayor Bauer added that Confluence has done a very good job. Now we can all get the word out so that people attend public open house.

4. Officers' Reports

5. Adjournment

The meeting adjourned at 6:36pm



Civil Design Group, Inc.

Consulting Engineers & Land Use Planners
Civil Design • Site Development • Planning & Zoning

October 17, 2023

Project No. 2022-0128

Mr. Tom Ourada, City Administrator
City of Crete, Nebraska
243 East 13th Street
Crete, NE 68333

Re: Burlington Acres – Applications for a Preliminary Plat, Change of Zone, Vacation of Right-of-Way and Final Plat for 34 residential lots generally located at E. 13th Street & Jasmine Road in Crete, Nebraska.

Dear Mr. Ourada:

On behalf of Cardinal Ventures, LLC we submit these applications for a Preliminary Plat, Change of Zone, Vacation of Right-of-Way and Final Plat for 35 residential lots on 13.12 acres of land generally located south of E. 13th Street along Jasmine Rd. Legal descriptions are attached for the proposed vacation of public right-of-way in two areas of the preliminary plat. An area allocated for a city park is noted in Outlot 'B' of the preliminary plat.

We are also applying for a Change of Zone from R-2 to R-3 for four lots that front on to Iris Street. The legal description for the change of zone is attached. In association with this application we are requesting a variance to the lot width & lot size for these four lots as detailed on the attached Application for Variance.

Full plans sets for the Preliminary Plat and Final Plat are submitted along with applicable fees. I hope that this letter assists you in reviewing the applications. Please feel free to call me at (402) 434-8494 with any questions you may have.

Sincerely,

Mike Eckert, AICP

cc: Cardinal Ventures, LLC



CITY OF CRETE
APPLICATION FOR VARIANCE
BOARD OF ADJUSTMENT

Applicant Cardinal Ventures, LLC

Address 2215 Lothrop Lake Circle, Crete, NE

Phone Number 402-560-0725

Legal Description of Property Involved:

Lot Lots 9-11 Block 15

Subdivision College Park Addition

Present/ Future use of Property:

Present, single family. Future, single family

Site Plan Attached: x Yes No

This is a request for a variance from Ordinance § Section 11-215(6)(a)

Property is located in the R-2 Zoning District.

A) The existing situation is:

Three lots in R-2 zoning fronting to onto Iris Ave.

DO NOT WRITE IN THIS SPACE

Date Received 10/17/2023

Receipt #

BOA Case # BOA 23-01

Hearing Date 11/21/2023

* Last updated on 9-1-10 *

DISPOSITION

Approved Denied

Conditions Imposed? (See Minutes)

Date of Initial Appeal

Permit Issued

B) Granting of this petition would permit:

A variance to the minimum lot width and minimum lot area for 4 lots in the R-3 zoning district that abut existing Iris Avenue.

NEBRASKA STATE STATUTES STATE IN PART THAT:

“ NO VARIANCE SHALL BE AUTHORIZED UNLESS THE CONDITION OR SITUATION OF THE PROPERTY CONCERNED OR THE INTENDED USE OF THE PROPERTY IS NOT OF SO GENERAL OR RECURRING A NATURE AS TO MAKE REASONABLY PRACTICABLE THE FORMULATION OF A GENERAL REGULATION TO BE ADOPTED AS AN AMENDMENT TO THE ZONING REGULATIONS ” .

BEFORE A VARIANCE MAY BE GRANTED, THE APPLICANT MUST PROVE THAT EACH OF THE FOLLOWING FOUR (4) CONDITIONS HAS BEEN FULFILLED. ANSWER EACH OF THE CONDITIONS IN DETAIL. USE ADDITIONAL SHEETS IF NECESSARY.

THE UNDERSIGNED ALLEGES THAT:

1) The strict application of the Zoning Regulations would produce undue hardship; in that:

The current market demand is for smaller, more affordable housing units. The R-3 sq footage requirement for lots creates interior units on a 4-plex that are much larger than the market demands. This subsequently increases the construction costs which will be borne by the end consumer of these houses.

2) Such hardship is not shared generally by other properties in the same zoning district and the same vicinity; in that:

I would suggest that as the consumer market continues to shift to smaller more affordable townhomes, other undeveloped lots in the R-3 districts in Crete will actually share and experience this hardship in trying to develop affordable townhomes. This may be one of many projects that request such a variance due to the rapidly escalating construction costs.

3) The authorization of such variance will not be of substantial detriment to the adjacent property and the character of the district will not be changed by the granting of the variance; in that:

This request generally matches the style of the two sets of townhomes that are under construction to the north of this land. To the east, we are proposing similar style townhomes on Jasmine Ave that back up to these units. To the south we will maintain a green space buffer of over 100'. As such this request is consistent with the character of the existing and the proposed neighborhood.

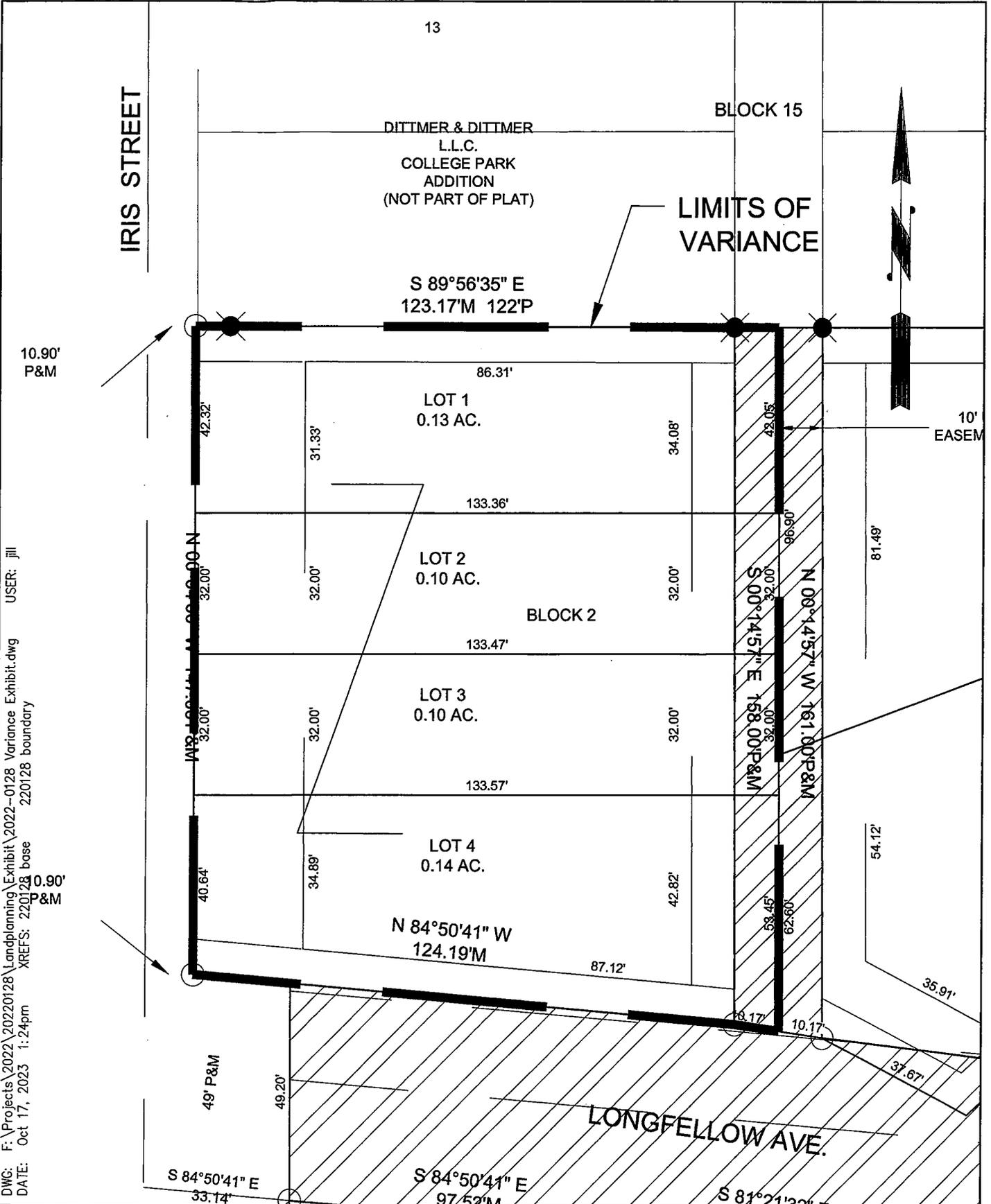
4) The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variation for purposes of convenience, profit or caprice; in that:

We are unable to expand these lots to the south due to an existing utility and stormwater easement. Although we are going to vacate the alley behind these lots to make them deeper, they still do not meet the R-3 standards for the desire product and price point. Without this variance the end product will potentially exceed the affordability needed in the community.

Signature of Authorized Agent



Signature of Property Owner



DWG: F:\Projects\2022\20220128\Landplanning\Exhibit\2022-0128 Variance Exhibit.dwg
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 220128 boundary
 10.90' P&M
 49' P&M

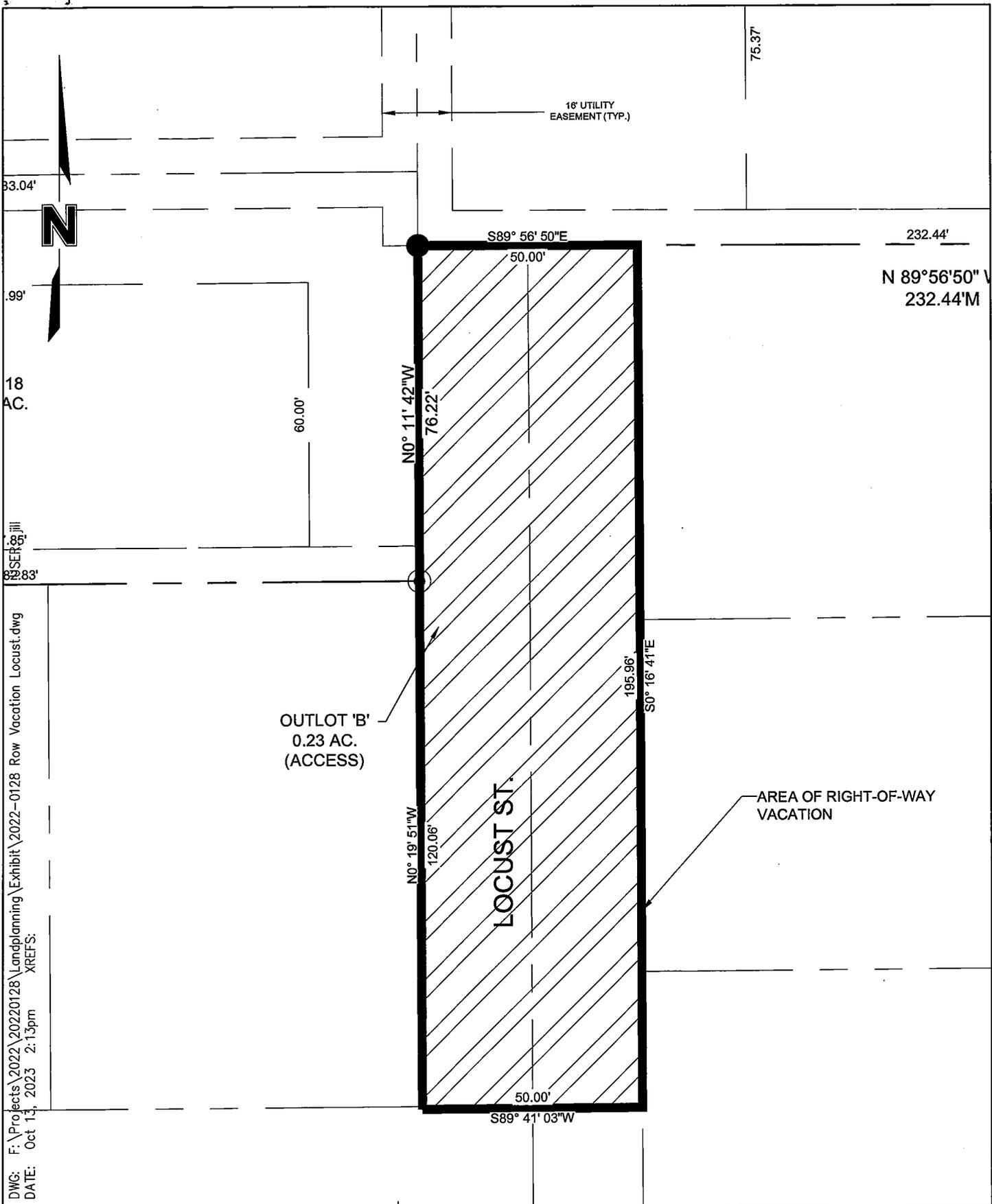
drawn by: jds
 checked by: -
 project no.: 2022-0128
 date: 10/17/2023

**VARIANCE EXHIBIT
 BURLINGTON ESTATES
 CRETE, NEBRASKA**

Civil Design Group, Inc.
 8535 EXECUTIVE WOODS, DR., SUITE 200
 Lincoln, Nebraska 68512
 Ph. 402-434-8484 Fax 866-215-8747
 www.civildg.com

CONSULTING ENGINEERS • LAND USE PLANNERS
 CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

EXHIBIT
 1
 OF
 1



DWG: F:\Projects\2022\20220128\Landplanning\Exhibit\2022-0128 Row Vacation Locust.dwg
 DATE: Oct 13, 2023 2:13pm
 XREFS:

drawn by: -
 checked by: -
 project no.: 2022-0128
 date: 09/28/2023

**RIGHT-OF-WAY VACATION-
 LOCUST ST. EXHIBIT
 BURLINGTON ESTATES
 CRETE, NEBRASKA**

 Civil Design Group, Inc.
 8535 EXECUTIVE WOODS, DR., SUITE 200
 Lincoln, Nebraska 68512
 Ph. 402-434-8494 Fax 866-215-8747
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CONSULTING ENGINEERS • LAND USE PLANNERS
 CIVIL DESIGN • SITE DEVELOPMENT • PLANNING AND ZONING

EXHIBIT
 1

BURLINGTON ESTATES
VACATION OF RIGHT-OF-WAY

A legal description of a part of a part of the Northeast Quarter of Section 35, Township 8 North, Range 4 East, of the 6th P.M., Crete, Saline County, Nebraska and more particularly described as follows:

Beginning at the Southeast Corner of Lot 13, Block 1 Lothrop Heights Addition, said point being on the West Line of Locust Street; Thence North on the East Line of Lot 13, Block 1 Lothrop Heights Addition and on the West Line of Locust Street, on an assumed bearing of N 00°19'51" W for a distance of 120.06' to the Northeast Corner of said Lot 13; Thence N 00°11'42" W, continuing on the West Line of Locust Street for a distance of 76.22'; Thence S 89°56'50" E, on the North Line of Locust Street as shown on Lothrop Heights Addition, for a distance of 50.00'; Thence S 00°16'41" E, on the West Line of Locust Street, for a distance of 195.96'; Thence S 89°41'03" W for a distance of 50.00' to the **Point of Beginning** and having a calculated area of 0.23 acres or 9817 square feet more or less.

Subject to any and all easements and restrictions of record.

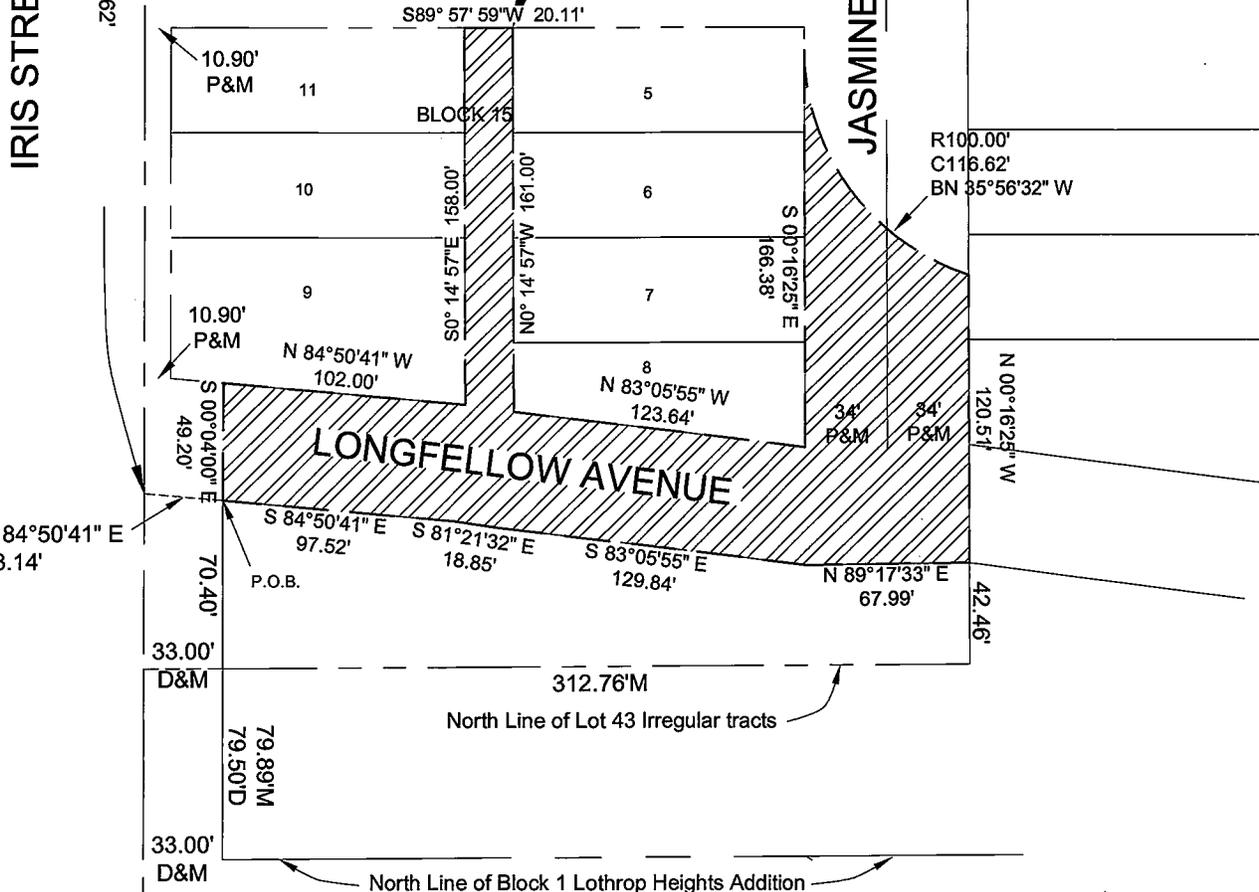
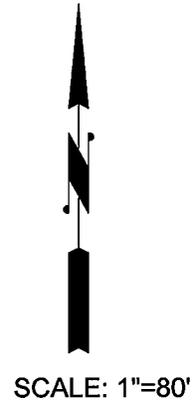
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 DATE: Oct 13, 2023 3:45pm
 XREFS:
 USER: jll

IRIS STREET

S 00°04'00" E 825.79' 219.62'

NW Corner
NE 1/4 Sec 35-8-4E

LIMITS OF
RIGHT-OF-WAY
VACATION



NOTE: This is not a survey. This is an exhibit to accompany the deed. No corners were set.

drawn by: jds
 checked by: -
 project no.: 2022-0128
 date: 10/13/2023

**RIGHT-OF-WAY VACATION
EXHIBIT
BURLINGTON ESTATES
CRETE, NEBRASKA**

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EXHIBIT
1
OF
2

BURLINGTON ESTATES
VACATION OF RIGHT-OF-WAY

A legal description of a part of a part of the Northeast Quarter of Section 35, Township 8 North, Range 4 East, of the 6th P.M., Crete, Saline County, Nebraska and more particularly described as follows:

Referring to the Northwest Corner of the Northeast Quarter of Section 35; Thence South, on the West Line of the Northeast Quarter on an assumed bearing of S 00°04'00" E for a distance of 825.79' to a point of intersection with the South Line of Longfellow Avenue; Thence S 84°50'41" E, on the South Line of Longfellow Avenue for a distance of 33.14' to a point on the East 33' Right-of-way Line of Iris Street, said point being the **Point of Beginning**:

Thence continuing on the Southerly Line of Longfellow Avenue the following 4 courses:
S 84°50'41" E for a distance of 97.52';
Thence S 81°21'32" E for a distance of 18.85';
Thence S 83°05'55" E for a distance of 129.84';
Thence N 89°17'33" E for a distance of 67.99' to a point of intersection with the East Line of Jasmine Road extended South;
Thence N 00°16'25" W, on the East Line of Jasmine Road extended South, and on the East Line of Jasmine Road, for a distance of 120.51';
Thence with a curve turning to the right with an arc length of 124.51', with a radius of 100.00', with a chord bearing of N 35°56'32" W, with a chord distance of 116.62' to a point on the West Line of Jasmine Road; Thence S 00°16'25" E, on the West Line of Jasmine Road, for a distance of 166.38' to a point of intersection with the North Line of Longfellow Avenue; Thence N 83°05'55" W, on the North Line of Longfellow Avenue, for a distance of 123.64' to the Southwest Corner of Lot 8, Block 15 "College Park"; Thence N 00°14'57" W, on the West Line of Lots 8-5, Block 15 "College Park", for a distance of 161.00' to the Northwest Corner of Lot 5, Block 15 "College Park"; Thence S 89°57'59" W for a distance of 20.11' to the Northeast Corner of Lot 11, Block 15 "College Park"; Thence S 00°14'57" E, on the East Line of Lots 11-9, Block 15 "College Park", for a distance of 158.00', to the Southeast Corner of Lot 9, Block 15 "College Park", said point being on the North Line of Longfellow Avenue; Thence N 84°50'41" W, on the North Line of Longfellow Avenue, for a distance of 102.00' to a point on the East 33' Right-of-way Line of Iris Street; Thence S 00°04'00" E, on the East 33' Right-of-way Line of Iris Street, for a distance of 49.20' to the **Point of Beginning**, and having a calculated area of 0.58 Acres or 25210 Square Feet more or less.

Subject to any and all easements and restrictions of record.

**BURLINGTON ESTATES ADDITION
City of Crete, Saline County, Nebraska
Restrictive Covenants**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Cardinal Ventures, LLC, A Nebraska limited liability company (“Declarant”), is the titleholder of record of the following described real estate:

Association

Burlington Estates Homeowners Association (“Corporation”) has been or is in the process of being incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants established upon the Properties, administering, and maintaining any Commons and providing services to its members. The terms “Lot” or “Lots” as used herein shall mean all lots now or hereafter located on or within the Properties which are shown on any final plat of all or any portion of the Properties that have been filed with the Saline County Clerk/Register of Deeds for Saline County, Nebraska.

These Restrictive covenants are established upon the Properties by the undersigned Owners of record and shall become effective on its date of recording in the Office of the County Clerk of Saline County.

The present and future Owners of each Lot hereby covenant and agree as follows:

WHEREAS, Burlington Estates Homeowners Association, Inc., is a Nebraska non-profit corporation, and the undersigned are the Owners of certain real property in Crete, Saline County, Nebraska, which is more particularly described as follows:

SEE ATTACHED EXHIBIT “A”

Excluding Lots One (1), Two (2), Three (3), and Four (4), Block Two (2), Burlington Estates Subdivision, City of Crete, Saline County, Nebraska, which are not subject to this Declaration of Covenants, Conditions, and Restrictions, and which subsequently do not have access to the Common Areas of such Subdivision has set forth herein below.

the exact ownership thereof as shown on the signature pages of this Declaration.

NOW, THEREFORE, the undersigned hereby declare that all of the "Properties" described above shall be held, sold and conveyed subject to the following easements, covenants and conditions, and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest, in the described "Properties" or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1.01, "ASSOCIATION" shall mean and refer to the Burlington Estates Homeowners Association, Inc., its successors, and assigns. The Association is a Nebraska non-profit corporation. The Association is also called HOA, which is the accepted abbreviation used in realtor and legal papers for a "homeowners association".

Section 1.02, "PROPERTY/PROPERTIES" shall mean and refer to all existing real property, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, defined, and described in the Declaration, including "Common Properties".

Section 1.03, "COMMON AREA" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is defined and described in the Declaration and shall include all pedestrian walkways that abut two or more lots, drainage ways, ponds and open space as shown on any final plat of all or any portion of the properties, specifically including Outlots "A" and "B"; provided that such final plat has been filed with the Saline County Register of Deeds. Commons shall also include any pump station and force main that provide sanitary sewer service to the Properties.

Section 1.04, "LOT" shall mean and refer to the plots of land shown upon any recorded subdivision map of the properties more particularly described in the Declaration.

Section 1.05, "STREETS AND EASEMENTS" shall be those areas designated in the Final Plat, or any Replat, as streets, roads, and easements.

Section 1.06, "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, applicable to the Properties recorded in the Office of the County Clerk of Saline County, Nebraska.

Section 1.07, **“OWNER”** shall mean and refer to the recorded Owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including any contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.08, **“MEMBER”** shall mean and refer to those persons entitled to membership as provided in the Declaration (Article III, Section 3.02).

Section 1.09 **“OFFICERS/BOARD OF DIRECTORS”** shall mean and refer to duly elected individuals. Officers of the Association shall be appointed by the Board of Directors.

ARTICLE II

PROPERTY RIGHTS IN THE COMMON AREA

Section 2.01, **Owner’s Easements of Enjoyment in the Commons.** Every Owner shall have a right and easement of enjoyment in, and to, the Common Area which shall be appurtenant to, and shall pass with, the title to every Lot, subject to the following provisions:

- a. The right of the Association to adopt reasonable rules and regulations for the use of the Common Area;
- b. The right of the Association to dedicate or transfer all or any part of its interest in the Common Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by $\frac{3}{4}$ of the Members and has been recorded.

Section 2.02, **Delegation of Use in the Commons.** Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area.

Section 2.03, **Owners’ Easements of Enjoyment.** Every Owner shall have the right of enjoyment in, and to their Lot, subject to the provisions set forth herein.

Section 2.04. **Costs of Maintenance or Improvements for the Commons Area.** This shall mean the right of the Association to adopt reasonable rules, regulations, and fees for the operating, maintaining, repairing, and replacing any improvement of the Properties. Such costs may include, without limitation, lawn care, including sprinkler systems, fertilizing and other lawn needs; trees and landscaping care; snow removal; lighting; property and liability insurance; and other expenses to perform such maintenance; and the maintenance of any improvements within the Properties of the Common Area.

Section 2.05, Easements for City Service Use. There shall be easements for public service use, including, but not limited to public and private utilities, and the right of police officers, firefighters, and other emergency services to enter upon any part of the Common Area or Properties.

Section 2.06 Partition Forbidden. The common Area and lots shall remain undivided; and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Properties.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS AND OPERATION OF THE ASSOCIATION

Section 3.01 Organization. The Association is organized as a Nebraska non-profit corporation. The Association is charged with the duties, and invested with the powers, prescribed by law and set forth in the Articles of Incorporation and Bylaws of the Association and this Declaration. Neither the Articles of Incorporation nor the Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 3.02 Membership. The Corporation shall have two classes of membership. Every Owner shall automatically, upon becoming the Owner of a Lot, be a Class A member of the Association. Such Owner shall remain a Class A member of the Association until such time as ownership of the Lot ceases for any reason, at which time the Class A membership in the Association shall automatically cease. Ownership of a Lot shall be the sole qualification for Class A membership in the Association. If title to a Lot is held by more than one person, the Class A membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests in which title to the Lot is held. While all Owners shall be Class A members, each lot shall be entitled to only one (1) vote. The vote for such lot shall be exercised as the Class A members of each lot shall determine, but in no event shall more than one (1) vote be cast with respect to any lot. Class B membership shall include only the Declarant and any successor in interest. The Class B Member shall be entitled to fifteen (15) votes for each Lot. However, the Class B membership shall be converted to Class A membership when seventy-five percent (75.00%) of the total number of lots have been sold to Class A members.

Section 3.03 Transfer of Membership. The Membership held by any Owner in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale of the Lot, and then only to the purchaser.

Section 3.04 General Insurance. The Association shall maintain such insurance on the Common Area, and facilities thereon, and liability and other types of insurance, as the Board deems necessary and advisable.

Section 3.05 Association Actions. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established in this Declaration, or in the Bylaws, shall be deemed to be binding on all Owners of Lots, their successors, and assigns.

Section 3.06 Limitation on Association's Liability. Notwithstanding the duty of the Association to maintain and repair parts of the properties, the Association shall not be liable for any failure of water service or other service to be obtained and paid for by the Association hereunder, or for injury or damage to person or property caused by the elements or by another Owner or person in the properties, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any parts of the properties, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by the gross negligence of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making or repairs, maintenance, or improvements to the properties or any part thereof, or from any action taken to comply with any law, ordinances, or orders of a governmental authority.

Section 3.07 Insurance. Insurance overages relating to the Streets, Easements, Common Areas, and any other property controlled by the Association shall be secured by the Association. The officers shall not be liable for failure to obtain any coverage or for any loss resulting from such failure if such coverage is unavailable or available only at a demonstrably unreasonable cost. The President shall notify each Member of the procurement of changes in, or termination of, insurance coverages secured on behalf of the Association. Each policy shall provide that the policy may not be canceled or substantially modified without sixty (60) days written notice to the Association.

Section 3.08 Blanket Insurance. The Association shall maintain a blanket, "all-risk" form policy of insurance on any property of the Association, insuring against all risks of direct physical loss commonly insured against. The policy shall cover the interests of the Association. Coverage shall be in an amount equal to 100% of the then current replacement cost of the property of the Association without deduction for depreciation, the amount to be redetermined annually by the Members with the assistance of the insurance company affording coverage.

Section 3.09 General Liability. The Association shall maintain general liability (including errors and omissions coverage for the officers of the Association) and property damage insurance to such limits as the Association may determine, from time to time, insuring each Member against any liability to the public or to other Members arising from the ownership and use of the property of the Association.

Section 3.10 Property Damage. If the property of the Association is damaged, the Association shall arrange for and supervise the prompt repair and restoration of the property.

- a. If the proceeds of insurance are not sufficient, the additional sum necessary to complete the restoration shall be a common expense.
- b. Any restoration shall be substantially similar to original construction of the property damaged, subject to any modification required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible.

- c. The Association may elect not to repair insubstantial damage to the property.

Section 3.11 Member Insurance. Each Member of the Association by the acceptance of a deed by which the interest requisite for membership in the Association is required, shall be deemed to covenant to maintain fire and extended coverage insurance on the improvements thereon, in an amount equal to the full insurable value thereof. Any proceeds of such insurance shall be applied, to the extent required by the discretion of the Association, and its mutual benefit, to the repair and reconstruction of such improvements. Each Member of the Association shall provide proof of such insurance to one of the Association officers if so requested.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 4.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or in such contract, is and shall be deemed to covenant and agree to pay to the Association:

- a. Annual assessments; and
- b. Special assessments for capital improvements,

such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment shall be made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person, persons, or entity who, or which, was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title, unless expressly assumed by such Owner's successors.

Section 4.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, recreation, and welfare of the Owners of Lots in Property and for the improvement and maintenance of the Common Area.

Section 4.03 Annual Assessment. The Association shall fix the annual assessment for regular maintenance of the Streets, Easements and Common Areas of the Property and for all other necessary annual expenditures for the Association not deemed capital improvements, based on a budget approved by the Members of the Association, but in no event be less than \$____ per month. Such monthly assessment shall commence upon the first month of the Owner occupying the approved dwelling or the actual ownership of the lot for 12 months, whichever event should first occur. If an Owner owns multiple lots, the monthly assessment shall only be upon the lot in which they reside. If an Owner owns multiple lots, one of which does not have an approved dwelling, and should sell such

vacant lot, the new Owner shall be subject to the assessment fees as set forth herein. All payments shall be made no later than the 15th day of each month. The Association shall retain the right to also suspend the voting rights of an Owner for any period during which any assessment against his or her Lot remains unpaid; or for any infraction of its published rules and regulations.

Section 4.04. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy a special assessment for the purpose of paying, in whole or part, the cost of capital improvements, and in particular, the cost of any construction, reconstruction, or repair or replacement, or additions or appurtenances thereto, of Streets, Easements, and Common Areas of Property and of any appurtenances located thereon. Special assessments shall be approved by the affirmative vote of two-thirds (2/3) of the Members of Association entitled to vote.

Section 4.05 Notice and Quorum for Any Action Authorized Under Section 4.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.03, Section 4.04 or Section 4.07 shall be sent to all Members at their respective addresses as appears on the books of the Association not less than ten (10) days or more than fifty (50) days in advance of such meeting. At the first such meeting called, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be fifty (50%) percent of all Members' votes. Any such subsequent meetings shall be held within sixty (60) days following the preceding meeting. Written notice as to all other meetings of the Association, either by mail or electronic submission, shall be sent as above noted at least ten (10) days prior to the meeting to each Member at their respective addresses as appears on the books of the Association.

Section 4.06 Uniform Rate of Assessment. Annual and special assessments shall be uniform in amount as to all Lots. The obligation to pay any assessments, either annual or special, shall commence upon the completion of construction of any structure erected upon such lot. The completion shall be determined as of the date of the Certification of Completion issued by the City of Crete.

Section 4.07 Effect of Nonpayment of assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the date due shall be delinquent and said assessment shall bear interest from the due date at the rate of five percent (5.00%) per annum.

Section 4.08 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, and the holder of any first mortgage on any Lot may rely on this provision without the necessity of the execution of any further subordination agreement by the Association. Sale or transfer of any Lot shall not affect the status or priority of the lien for assessment made as provided herein. Officers of the Association may release the lien of any delinquent assessment on any Lot as to which the first mortgage thereon is in default, if such officer determines that such lien has no further value to the Association.

Section 4.09 Suspension of Voting Rights. The Association may suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for any period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association by any such Owner, or members of such Owner's family, or guests or tenants of such Owner.

ARTICLE V

GENERAL RESTRICTIONS AND OTHER PROVISIONS

Every Owner shall have full rights of ownership and full use and enjoyment of Owner's Lot, subject to the following restrictions:

Section 5.01 Use. All lots in said addition shall be used exclusively for single-family residential and two-family townhouses purposes, as specifically set forth herein below. No lot shall be divided into more than one building site, but more than one lot may be used for one dwelling.

Only Lots 1,2,3 and 4, and 6,7,8,9,10,11,12 and 13 in Block 1 and Lots 5,6,7,8,9 and 10 in Block 2 of Burlington Estates Subdivision to the City of Crete, Saline County, Nebraska shall be approved for two-family townhouses. All other lots within Burlington Estates shall be limited to one single-family dwelling per lot.

Section 5.02 Completion of Construction. Construction shall commence within six (6) months of the date of closing of the purchase of any Lot. Any building constructed upon any Lot shall be completed within twelve (12) months after the commencement of construction. Any building not completed within twelve (12) months after the commencement of construction shall subject the Owner(s) to a fee in the sum of one hundred dollars (\$100.00) for each month thereafter until an occupancy permit is granted by the Building Inspector for the City of Crete, Saline County, Nebraska.

Section 5.03 Approval of Plans. Plans for any dwelling structure to be placed or constructed upon any Lot shall be submitted to Declarant and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Lot. One set of plans shall be left on permanent file with Declarant. Construction of the building or improvement shall not be commenced unless written approval of the plans has been secured from the Declarant. Written approval or disapproval of the plans shall be given by the Declarant within thirty (30) days after receipt thereof. Approval of the plans shall not be unreasonably withheld, and upon disapproval, a written statement of the grounds for disapproval shall be provided. The Declarant shall have the exclusive right to disapprove of the plans if, in the Declarant's opinion, the plans do not conform to the general standard of development in the Properties. The rights and duties of the Declarant under this paragraph, except as to Lots of which the Declarant is the titleholder, may be assigned by the Declarant in writing to the Corporation at any time.

Section 5.04 Grading. Declarant or its assignees shall have the exclusive right to establish grades and slopes for all Lots and to fix the grade at which any building or other improvement shall be

placed or constructed upon any Lot in conformity with the general plan for the development of the Properties. Once such grades, slopes and/or contours have been established by the Declarant, they shall not be changed in connection with the construction of any building or other improvement on a Lot without written permission from the Declarant, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters to or from adjoining Lots.

Section 5.05 Recreational Vehicles; Trailers. No automobile, boat, camping trailer, van-type camper, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, moped or other self-propelled vehicle shall be stored or maintained outside of the garage or rear accessory building. For purposes of this provision, "stored or maintained outside of the garage or accessory building" shall mean parking the vehicle or trailer for four or more consecutive days. All repair or maintenance work on any such vehicles done on the premises must be done in the garage or rear accessory building. 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 of any such vehicle, boat, camper, trailer, or self-propelled vehicle. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above described, or upon the street abutting thereto, must be in operating condition and have a current license.

Section 5.06 Nuisance. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to odors, dust, glare, sound, lighting, smoke, vibration, and radiation or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining lots.

Section 5.07 Signs. No advertising signs or billboards shall be permitted on any lot, except for "for sale", "garage sale" or political campaign signs, any of which shall not exceed nine square feet in size. Provided, however, the foregoing paragraphs shall not apply to the business activities during the construction of houses and the sales of lots within the Addition. All such signs shall only be allowed to be placed thereon, or remain thereon, if they are, or remain, in compliance with any city or state requirements or regulations.

Section 5.08 Refuse. All garbage and refuse containers, firewood, or other unsightly objects, shall be housed, or shielded from public view by building, enclosure, or decorative fence. Outside storage of materials, supplies, garden, lawn, or maintenance equipment of any kind whatsoever shall be prohibited, except when in actual use.

Section 5.09 Animals. No animals, poultry, or fowl of any kind, other than house pets belonging to the household and then no more than two pets of any type, over the age of eight weeks, shall be kept or maintained on any part of the real estate subject to these covenants. No animals are to be kept or bred for commercial purposes. Excessive barking by a dog either during the day or night shall be cause for removal of the dog whether it is owned by guests or the lot owner.

Section 5.10 Dog Kennels. Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard or within 7.5 feet of any lot line. Dog runs and kennels shall not be located in the front yard or side yard setback.

Section 5.11 Clotheslines. No clotheslines or clothes hanger shall be constructed, maintained or used on any lot except a folding or retractable type.

Section 5.12 Trees. A minimum of one shade tree is required in the front facing yard of each residence. If such shade tree should become damaged, diseased, destroyed, or is no longer living, such tree shall be removed and replaced within one year of such damage, disease, destruction, or death.

Section 5.13 Maintenance. All improvements, including but not limited to fences, accessory buildings, trees, and hedges, on all lots in the Addition shall, at all times, be kept, trimmed and maintained in good condition and repair, as well as being kept in an aesthetically pleasing appearance.

Section 5.14 Air Conditioners. Any exterior air-conditioning condensing units shall be placed in the rear yard, or in any side yard. All telephone and electrical wiring shall be buried.

Section 5.15 Address Numbers. All residential dwelling units shall be equipped with address numerals which conspicuously identify the address of the dwelling unit.

Section 5.16 Burning/Waste Materials. Consideration for the environment shall be upheld at all times on any lot within the development. No burning, placement, storage, or burial of any waste, including but not limited to household waste, yard waste and animal waste, will be allowed on the premises or any lot within the development.

ARTICLE VI

BUILDING AND STRUCTURE REQUIREMENTS

Section 6.01. Square Footage. Except as may be otherwise set forth herein, no structure shall be erected, altered, or remain on any residential lot, other than one single-family dwelling, or two-family townhouses, such dwelling not to exceed two (2) stories in height. A one (1) story or ranch style residence shall contain at least 1,400 square feet and a two-story residence shall contain at least 1,700 square feet of total floor area. Townhouses shall contain at least 1,200 square feet per residence. For all purposes herein, garages, porches, decks/patios, and basements shall not constitute any portion of the floor area or total floor area for the purpose of complying with these covenants and restrictions.

Section 6.02 Garage. Each single-family residential structure shall have an attached, fully enclosed garage containing not less than two stalls which shall not exceed the height of the dwelling. Each car stall shall be a minimum of 10 feet by 20 feet.

Section 6.03. Dwelling. Frontage. At least 30% of the surface area of the front elevation shall be constructed or faced with brick or stone.

Section 6.04. Roofs and Materials. All dwellings shall have, as a minimum, a 4/12 pitch roof and roofing materials shall be equal to or better than an architectural-grade shingle which provides an appearance of depth such as the Horizon shingle.

Section 6.05 Prohibited Structures. No used building or other structure shall be moved on to, placed, or used, any lot, excepting any such structure temporarily placed thereon during the construction or remodeling of the residential structure and no log cabin home, dome home, earthen home, A-frame type home, house trailer, single-wide or double-wide mobile home, shall be permitted on any lot in the addition. Temporary Structures: No temporary building, trailer, tent, shack or garage on any Lot within the Properties shall exist on the properties, other than as a temporary equipment storage or sanitary facilities maintained during development of work or construction on a Lot. A temporary tent may be permitted for a limited time for recreational purposes. The construction of any structure shall be completed within one year of commencement.

Section 6.06 Decks. No decks shall be permitted on the front side or street-facing side of any residential structure constructed on the property.

Section 6.07 Compliance with Building Code. All buildings within this addition shall be constructed in conformity with the requirements of the applicable building codes and zoning ordinances of the City of Crete, Nebraska, in effect at the time of construction.

Section 6.08 Fences. To maintain openness, no fences or hedges planted for the purpose of creating a fence or barrier will be allowed in the front yard of any lot. Limited privacy fencing, of either natural materials such as shrubs, wrought iron, or plastic fencing shall be used. Fencing shall not be constructed closer to the street than the front elevation of the dwelling and shall be constructed with the finished side facing the lot line. Fencing up to six (6) feet in height will be permitted. No livestock material shall be used for construction of a fence within the properties.

Section 6.09 Accessory Buildings. One accessory building (240 square feet maximum area) and (120 square feet maximum area) for a townhome lot) may be constructed in the rear yard of a single-family residence, with the exterior thereof using the same building materials which were used on the principal residence and in a manner aesthetically compatible with the principal residence. The placement and construction of the building must comply with all setback requirements of the subdivision.

Section 6.10 Swimming Pools. Only in-ground swimming pools will be allowed, with the exception of small infant "kiddie" wading pools.

Section 6.11 Antennas and Satellites. No wind generating power equipment, exterior television or radio antennas, or satellite viewing discs of any sort shall be permitted on any lot. However, one small satellite dish no greater than 18" in diameter and one wireless Internet antenna may be attached to the residence in such a way that is as unobtrusive as is reasonably possible.

Section 6.12 Damaged Structures. Any damaged or destroyed single family residence or other building on the lot shall be promptly reconstructed or removed in a timely manner, but no event, later than one year of the date of the incident causing such damage or destruction.

Section 6.13 Occupancy. No residence shall be occupied prior to the completion of all exterior improvements to the residence and yard; provided, however, exception is made if seeding, sodding, or landscaping has yet to be completed. Landscaping must be completed within six months of

occupancy of said residence. All homes must be completed within one year of the date of lot purchase.

Section 6.14. Non-Compliance. The Board/Officers will have the authority to determine if non-compliance exists on the property of any Owners and ask for cooperation. The Board will notify the Owner of the non-compliance. This notification may be delivered to the Owner by hand-delivered, written notice, U.S. mail, certified receipt requested or electronic means. The Owner will have ten (10) days to acknowledge the notification and provide the Board with the date of corrective action to remove the non-compliance.

Section 6.15. Association Remedies. The Association, acting through the Board/Officers, shall have the full and complete authority to enforce, by proceedings at law or in equity, including injunctive or declaratory relief, in compliance with this Article and Board action. The Owner shall be assessed, and obligated to pay, all the Association's reasonable attorney fees and costs incurred in enforcing the provisions of this Declaration.

If the undersigned, or any future owners of any lot or lots in said addition, shall violate or attempt to violate any of the restrictions or covenants herein, it shall be lawful for any other person, firm or corporation owning any real property situated in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these restrictions or covenants and either prevent him, her or them from so doing such violations or to recover damages for such violation.

ARTICLE VII

EASEMENTS

Section 7.01. General Easements. The Owners reserve to themselves, their successors, and assigns, easements over and upon the Common Area as defined in Section 1.03 of Article I hereof.

Section 7.02. Sewer and Waterline Easements. The Association reserves to itself the right to enter upon any Lot to maintain, repair or replace any water or sewer line to residence located upon a Lot. It is the Lot Owner's individual responsibility and expense to maintain, repair and replace any water or sewer line which services the residence on his or her own Lot. Should the Owner fail to maintain, repair or replace such line or lines when needed, then the Association shall have the right to repair or replace such lines and charge the lot Owner for the actual cost of such repair or replacement.

Section 7.03. License to enter upon Lots for Maintenance. The Association reserves the right to enter upon any Lot within the Properties to provide the maintenance set forth in Article II of this Declaration.

Section 7.04. A perpetual license and easement is hereby reserved in favor of Declarant and granted to any entity which has been granted a franchise to provide utilities, including cable television, to Property, or any portion thereof, to erect, operate, maintain, repair and replace said utilities on,

through, under and across all areas on Property indicated as Easements. No permanent trees, retaining walls or loose rock walls shall be placed in said easement areas but the same may be used for gardens, shrubs, landscaping, sidewalks, driveway, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce a covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.02. Binding on all Owners. The covenants and restrictions of this Declaration shall run with the land and shall bind the same and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, or by their respective legal representatives, heirs, successors and assigns.

Section 8.03. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8.04. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall be binding upon and enforceable by the Owner, and all persons claiming under the owner, and their respective heirs, personal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, unless otherwise provided herein, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or part. Any amendment to this Declaration may only be made by a vote of not less than seventy-five percent (75%) of the Lot Owners.

2022-01616, a Tract of land in Quitclaim Deed 2022-01588, Lots 5-11 Block 15 "College Park Addition", a part of vacated Longfellow Avenue, a part of vacated Jasmin Road, all of the vacated alley between Lots 5-11 Block 14 "College Park Addition", the South Half of vacated Whittier Avenue adjacent to Block 14 in "College Park Addition", a part of vacated Longfellow Avenue, a part of vacated Jasmin Road, all of the vacated alley between Lots 5-11 Block 15 "College Park Addition" and a part of vacated Locust Street (Lathrop Heights Addition), Range 4 East, of the 6th P.M., Greta, Saline County, Nebraska and more particularly described as follows:

BURLINGTON ESTATES. A subdivision composed of Lot 43 irregular Tracts, part of Lot 44 irregular Tracts, a Tract of land in Quitclaim Deed

Referring to the Northwest Corner of the Northeast Quarter, Thence South, on the West Line of the Northeast Quarter, on an assumed bearing of S 00°04'00" E for a distance of 830.59'; Thence S 89°56'35" E for a distance of 10.90' to the Northwest Corner of Lot 11, Block 15 "College Park Addition", said point being the Point of Beginning;

Thence S 89°56'35" E, on the North Line of Lot 11, Block 15 "College Park Addition", for a distance of 123.17' to the Northeast Corner of said Lot 11; Thence N 89°57'59" E for a distance of 20.11' to the Northwest Corner of Lot 5, Block 15 "College Park Addition"; Thence N 89°56'40" E, on the North Line of Lot 5, Block 15 "College Park Addition", for a distance of 9.62'; Thence with a curve turning to the left with an arc length of 124.51', with a radius of 100.00', with a chord bearing of S 35°58'32" E, with a chord distance of 116.10' to a point on the West Line of Block 14 "College Park Addition"; Thence N 00°16'25" W, on the West Line of Block 14 "College Park Addition", and on the West Line of Block 14 "College Park Addition" extended North, for a distance of 314.95' to a point on the centerline of Whittier Avenue;

Thence on the centerline of Whittier Avenue; S 89°57'40" E for a distance of 122.14'; Thence N 89°59'20" E for a distance of 142.00' to a point on intersection with the East Line of Block 14 "College Park Addition" extended North; Thence S 00°16'57" E, on the Northern extension of the East Line of Block 14 "College Park Addition", for a distance of 34.00' to a point on the Southern Line of Whittier Avenue; Thence on the Southern Line of Whittier Avenue and the Southern Line of Taylor Street, the following 4 courses:

Thence with a curve turning to the left with an arc length of 277.78', with a radius of 506.92', with a chord bearing of N 74°05'04" E, with a chord distance of 274.32'; Thence N 88°48'08" E for a distance of 171.07' to the Northwest Corner of the tract of land described in Quitclaim Deed 2022-01588; Thence S 00°10'08" E, on the West Line of the tract of land described in Quitclaim Deed 2022-01588, for a distance of 536.20' to the Southwest Corner of said Tract; Thence N 89°58'50" W for a distance of 182.44' to a point on the East Line of Locust Avenue; Thence S 00°16'25" E, on the East Line of Locust Avenue, for a distance of 195.96'; Thence S 89°41'03" W for a distance of 50.00' to the Southeast Corner of Lot 13, Block 1 "Lathrop Heights Addition"; Thence N 00°19'51" W, on the East Line of Lot 13, Block 1 "Lathrop Heights Addition", for a distance of 120.08' to the Northeast Corner of said Lot 13;

Thence S 89°42'33" W, on the North Line of Block 1 "Lathrop Heights Addition", for a distance of 914.81' to a point on the East 33' Line of Iris Street; Thence N 00°04'00" W, on the East 33' Line of Iris Street, for a distance of 199.50' to a point on the South Line of Lot 9, Block 15 "College Park Addition"; Thence N 84°50'41" W, on the South Line of Lot 9, Block 15 "College Park Addition", for a distance of 22.19' to the Southwest Corner of said Lot 9; Thence N 00°04'00" W, on the West Line of Block 15 "College Park Addition", for a distance of 148.98' to the Point of Beginning, and having a calculated area of 13.12 acres more or less.

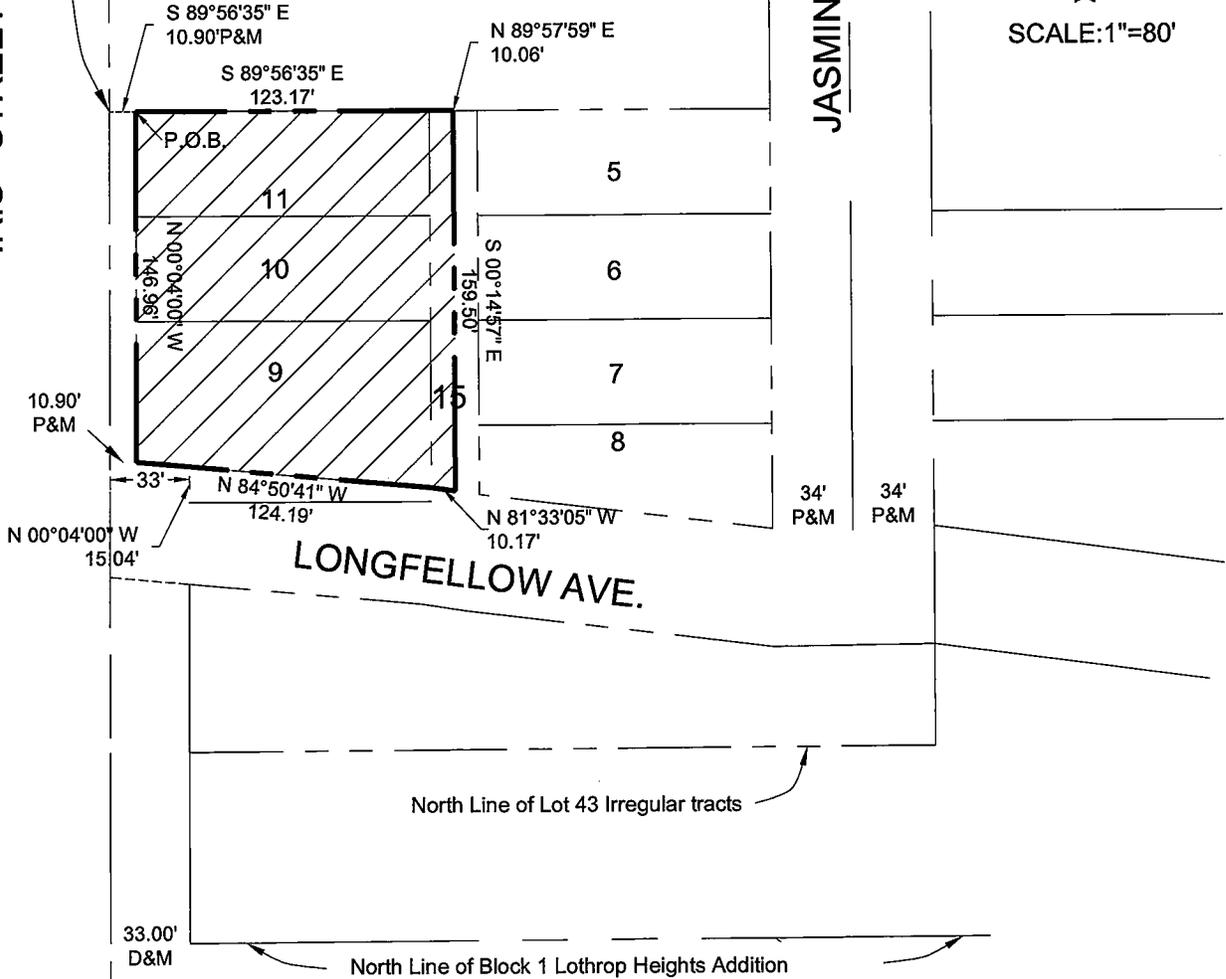
Subject to any and all easements and restrictions of record.

DWC: F:\Projects\2022\20220128\Landplanning\Exhibit\2022-0128MR COZ Exhibit.dwg USER: jll
 DATE: Oct 17, 2023 7:43am XREFS:

IRIS STREET

S 00°04'00" E 630.59'

NW Corner
 NE 1/4 Sec 35-8-4E



SCALE: 1"=80'

NOTE: This is not a survey. This is an exhibit to accompany the deed. No corners were set.

drawn by: jds
 checked by: -
 project no.: 2022-0128
 date: 10/17/2023

**CHANGE OF ZONE EXHIBIT
 BURLINGTON ESTATES
 CRETE, NEBRASKA**

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EXHIBIT
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BURLINGTON ESTATES
CHANGE OF ZONE PARCEL A

A legal description of a tract of land composed of Lots 9-11 and half of the adjacent alley, Block 15 Collage Park, located in the Northeast Quarter of Section 35, Township 8 North, Range 4 East, of the 6th P.M., Crete, Saline County, Nebraska and more particularly described as follows:

Referring to the Northwest Corner of the Northeast Quarter of Section 35; Thence South, on the West Line of the Northeast Quarter on an assumed bearing of S 00°04'00" E for a distance of 630.59'; Thence S 89°56'35" E for a distance of 10.90' to the Northwest Corner of Lot 11, Block 15 Collage Park, said point being the **Point of Beginning**:

Thence S 89°56'35" E, on the North line of Lot 11, Block 15 College Park, for a distance of 123.17' to the Northeast Corner of said Lot 11; Thence N 89°57'59" E, for a distance of 10.06' to a point on the centerline of the adjacent alley; Thence S 00°14'57" E, on the centerline of the adjacent alley, for a distance of 159.50' to a point on the North Line of Longfellow Avenue; Thence N 81°33'05" W, on the North Line of Longfellow Avenue, for a distance of 10.17' to the Southeast Corner of Lot 9, Block 15 College Park; Thence N 84°50'41" W, on the South Line of Lot 9, Block 15 College Park and on the North Line of Longfellow Avenue, for a distance of 124.19' to the Southwest Corner of said Lot 9; Thence N 00°04'00" W, on the West Line of Lots 9-11, Block 15 College Park, for a distance of 146.96' to the **Point of beginning** and having a calculated area of 0.47 acres or 20415 sq. ft. more or less.

Subject to any and all easements and restrictions of record.