

5. The following uses will not be permitted within the subdivision:

1. Appliance and TV Shop
2. Auto Sales & Service
3. Department Store
4. Frozen Food Locker
5. Grocery Store
6. Gasoline Filling Station
7. Hardware Store
8. Parking Garage
9. Plumbing Shop
10. Self-Service Laundry
11. Taverns
12. Variety Store

6. Each family dwelling shall include a minimum 1400 square feet of living area, excluding basement, breezeway, porches or garage areas.

7. Each family dwelling must provide a garage and sufficient area shall be provided for all vehicles to have off-street parking.

8. Each home shall provide a building, enclosure, or some other adequate shielding for propane or fuel tanks, garbage and refuse containers or other unsightly objects.

9. Boundary fences shall not exceed 5 feet in height and boundary hedges shall be limited to a maximum height of 8 feet.

10. No building or structure having more than 25% of the exposed wall surface composed of pre-engineered metal panel siding will be allowed to be built within R-0 Zoned Areas of the subdivision unless such building or structure uses a non-metal facade on all exterior exposed walls.

11. Any damaged or destroyed single family attached dwelling shall be properly reconstructed or removed in a timely manner.

12. Where residential lots abut a cul-de-sac, the driveway access shall be only to the cul-de-sac.

13. Any lot that has any portion of the lot lines adjacent to the Hilltop Country Club Golf Course shall have the building face the street or cul-de-sac providing access to said lot.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any other activity be conducted which may become a nuisance to the neighborhood.

15. No building of any kind whatsoever shall be moved onto any building site, except that temporary buildings may be used for storage of tools and materials during construction of homes and development of this subdivision.

355-2

16. All improvements, including fences, on any lots herein shall, at all times, be kept in good condition and repair and the state of repair and condition shall be determined by the undersigned.

17. Garbage, rubbish and other debris shall not be disposed of within the subdivision.

18. ~~Guests' dogs must be leashed or penned at all times. This~~ regulation does not apply to lot owners who, however, will be held liable for any injuries or damage caused by their dogs. Excessive barking, either day or night, shall be grounds for removal of the dog whether owned by guests or the lot owner.

19. No travel trailer, mobile home or recreational vehicle shall be permitted as a permanent residence.

20. No animals, livestock or poultry of any kind shall be raised or kept on any lot except for dogs and cats as household pets only. No more than three (3) pets per household.

21. Sewage disposal and water facilities must be approved by the appropriate regulatory agency, and must be constructed and maintained in compliance with all applicable local, state, and federal regulations, and laterals must be buried so that there is no surface drainage onto surrounding area.

22. Each lot owner shall be required to become a member of the Country Club Acres Owners Association. The Association shall have the authority to assess lot owner for their respective shares for street and common area maintenance and similar services. The Country Club Acres Owner's Association shall be expected to promulgate such other rules and regulations governing the use of common areas and related matters, not inconsistent with these covenants.

23. These restrictions and covenants are severable and the invalidation of one shall not invalidate any other covenant hereof, and each covenant shall be independent to such extent.

24. As to the approval or disapproval of the property owners with respect to any decision covered by these restrictive covenants, or with respect to amending or revising these protective covenants, each lot owner of record shall have one vote.

These covenants shall run with the land and shall be binding on all parties, future lot owners and all persons claiming under them until twenty years from the date of this agreement, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then lot owners it is agreed to change said covenants in whole or in part.

355-3

If the parties or lot owners or any of them or their heirs, successors or assigns shall violate or attempt to violate or threaten to violate any of the foregoing covenants, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate or threatening to violate any such covenants, to prevent him or them from so doing, including, but not limited to temporary restraining orders or temporary or permanent injunctions and recovery of damages, costs and reasonable attorney fees.

Invalidation of any one or more of these covenants by judgement or court order shall in no way affect the validity of the other covenants which shall remain in full force and effect.

SIGNED this 10th day of March, 1992

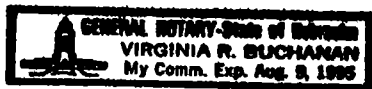
Shirley A. O'Brien
President

355-4

STATE OF NEBRASKA)
)SS
County of Saunders)

On this 10th day of March, 1992, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came Terrence A. O'Brien to me personally known to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Virginia R. Buchanan
Notary Public