

AFFIRMATION AND DECLARATION
OF
COUNTRY CLUB ACRES SUBDIVISION

DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

1993 JUN 24 PM 12:04

RESTRICTIVE COVENANTS

BOOK 28 PAGE 239

OF Misc INST# 332

Don Clark
By [Signature]

STATE OF NEBRASKA)
) SS
County of SAUNDERS)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, do hereby certify that they are the owners of the following real property, to-wit:

Lots one (1) through twenty-five (25) inclusive, of Country Club Acres Subdivision as surveyed, platted and recorded in Saunders County, Nebraska, including all street and common areas contained within said subdivision.

For the purpose of providing for an orderly development of said subdivision and to preserve the nature of such subdivision, the undersigned hereby imposes and adopts the following restrictions, reservations and covenants with the respect to said subdivision, to-wit:

1. The construction of any building upon any lot within the subdivision shall not be commenced until the building plan and landscaping is approved in writing from the original grantor of these restrictive covenants, Country Club Acres Partnership, with the objective of having a unified appearance for the subdivision. Any aspect of said building plan or landscaping may be disapproved by the Country Club Acres Partnership, so long as Country Club Acres Partnership owns one or more of the lots in the subdivision. If Country Club Acres Partnership ceases to be a lot owner, then such plans must be approved by a majority of the property owners within the subdivision above-described. To insure the enforcement of this provision, one set of plans signed by the owner shall be left on permanent file with Country Club Acres Partnership, or its successors in interest.
2. All construction must comply with the Current Building Codes adopted by the City of Wahoo.
3. Any building to be constructed shall have the exterior of said building and all landscaping completed within one year from the date of beginning of construction on said building.
4. There shall be no more than one (living unit) residence per lot in those areas designated as R-1 zoning. No lot shall be divided into smaller plots.
5. The following uses will not be permitted within the subdivision:

238
1

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. Structures shall comply with at least the following minimum requirements:

- 238
2
- A. A one story single family house shall contain at least 1400 square feet of floor area on one level exclusive of basement, garages, and other attached accessory floor area.
 - B. A one and a half (1-1/2) story single family house shall contain at least 1700 square feet of floor area exclusive of basement, garages, and other attached accessory floor area.
 - C. A split level or multi-level single family house shall contain at least 1600 square feet as the total sum of the nearest floor levels provided that the floor level or levels nearest the grade or ground line used for living purposes shall contain at least 900 square feet, exclusive of garages and other accessory floor area.
 - D. A two or two and one-half (2-1/2) story single family house with or without split-entry shall contain at least 2000 square feet of floor area as the total sum of the floor levels, all exclusive of garages and other attached accessory floor area.
 - E. A duplex shall provide a minimum floor area of 1000 square feet on one level for each family unit.
 - F. Townhouses shall provide the following minimum floor areas: 900 square feet for a one bedroom unit, 1000 square feet for a two bedroom unit, and at least 1100 square feet for a three bedroom unit in a townhouse residential building, all exclusive of garages or other attached accessory floor areas.

- G. No building or structure within R-O (residential office) zoned areas shall exceed twenty (20%) percent of the Lot area with a minimum 800 square feet. Also, not more than fifty (50%) percent of the total Lot area, in R-O zoned areas, shall be covered with impervious surfaces or used for building, accessory building, parking, loading, or drive areas.

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

~~8. All propane or fuel tanks, garbage and refuse containers, or other unsightly objects shall be housed or shielded from public view by a building, enclosure or decorative fence. Outdoor storage of materials, supplies or equipment shall be prohibited.~~

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-O 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.

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 Country Club Acres Partnership, or its successors in interest.

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

18. No person who owns, keeps or harbors any dog, shall allow the same to run at large at any time within the subdivision and such dog must be under his or their control at all times. No person shall allow a dog owned, kept or harbored by him, or under his charge or control, to injure or destroy any real or personal property of any description belonging to another person. The owner or possessor of any such dog, may be held liable to the persons or the property injured in an amount equal to the value of the damage sustained. 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 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.

338
4
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 owners 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.

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.

Except as amended and modified herein, by execution of these covenants, the undersigned do hereby ratify, confirm, and join in the declaration of the Restrictive Covenants filed of record March 19, 1992 in Book 26, Miscellaneous Records of Saunders County, at Pages 839-842.

338
5

Country Club Acres Partnership

BY Terrence A. O'Brien
Terrence A. O'Brien,
President of Johnson-Erickson-
O'Brien & Associates, Inc. -
Partner

Loren L. Lindahl
Loren L. Lindahl

John H. Sohl
John H. Sohl

Rita M. Lindahl
Rita M. Lindahl

Mary Ann Sohl
Mary Ann Sohl

Wayne E. Niedfelt
Wayne E. Niedfelt

Stuart E. Oden
Stuart E. Oden

Dorothy M. Niedfelt
Dorothy M. Niedfelt

STATE OF NEBRASKA)
COUNTY OF SAUNDERS) ss.

The foregoing Restrictive Covenants were acknowledged before me this 23rd day of June, 1993, by Country Club Acres Partnership by Terrence A. O'Brien, President of Johnson-B...



Virginia R. Buchanan
Notary Public

STATE OF NEBRASKA)
COUNTY OF SAUNDERS) ss.

The foregoing Restrictive Covenants were acknowledged before me this 23rd day of June, 1993, by Loren L. Lindahl and Rita M. Lindahl, husband and wife.

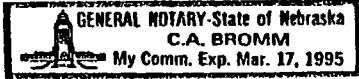


C.A. Bromm
Notary Public

STATE OF NEBRASKA)
COUNTY OF SAUNDERS) ss.

The foregoing Restrictive Covenants were acknowledged before me this 23rd day of June, 1993, by John H. Sohl and Mary Ann Sohl, husband and wife.

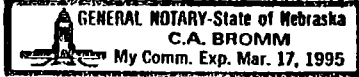
338
6



C.A. Bromm
Notary Public

STATE OF NEBRASKA)
COUNTY OF SAUNDERS) ss.

The foregoing Restrictive Covenants were acknowledged before me this 23rd day of June, 1993, by Wayne E. Niedfelt and Dorothy M. Niedfelt, husband and wife.



C.A. Bromm
Notary Public

STATE OF NEBRASKA)
COUNTY OF SAUNDERS) ss.

The foregoing Restrictive Covenants were acknowledged before me this 23rd day of June, 1993, by Stuart E. Oden, a single person.



C.A. Bromm
Notary Public