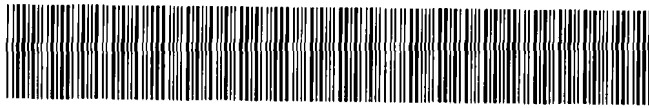





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 FEE 46.00 (FB) see attached.
 7 BKP 25-16-12 VOB EXAM
 27 IND SCAN PRF

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR COUNTRY CLUB HILLS, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by Oak Point Properties, Inc., a Nebraska Corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

That part of the Country Club Hills, Douglas County, Nebraska, consisting of Lots 1 through 14 ~~of 14~~ as surveyed and platted.



Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation of the values and amenities of Country Club Hills, for the maintenance of the character and residential integrity of Country Club Hills, and for the acquisition, construction and maintenance of Common Facilities for the use and enjoyment of the residents of Country Club Hills.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and the enjoyment of the residents of the Lots. These restrictions, covenants, conditions and easements shall run with such Lots and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof, as is more fully described herein. The Lots and each Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I.
RESTRICTIONS AND COVENANTS**

1. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility.
2. Developer, or Owner, shall provide to the Adjacent Neighbor Owners, as listed on Exhibit A, attached hereto, proof of construction financing and building/construction plans prior to commencement of construction.

3. All residences shall be completed within one year from the date the excavation of the foundation of the residence is completed. Installation of siltation fences, or erosion control devices, shall be installed prior to commencing construction.
4. Residential:
 - a. No residence shall exceed two stories in height, excluding the basement.
 - b. All homes shall have excavated basements. No concrete slab on grade structures shall be permitted.
 - c. The minimum square footage shall be:
 - i. 1,550 square foot for a ranch style residence
 - ii. 1,700 square foot for a story and a half residence
 - iii. 2,200 square foot for a two story residence.
 - d. The front of each home shall be constructed with 30% of stone or brick.
 - e. All exterior sides shall be sided with hardiboard cement siding, brick or stone. Exterior colors for residences and all other improvements shall be neutral in color.
 - f. All exposed foundations shall be faced with brick, stone or a comparable substance on the front, except as required by code. All other foundations shall be painted to match the exterior of the residence.
 - g. All fireplaces shall be direct vent gas units and shall be clay-fired brick or stone; no steel pipes except for the direct vent.
 - h. Fencing shall not exceed 6 feet in height and shall not be constructed of plastic, vinyl coating or chain link.
 - i. Each residence shall have, at a minimum, a two car garage with a driveway of sufficient size to accommodate four parked cars without blocking the sidewalk.
5. No building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, pool house, satellite receiving station or "discs", flag pole, solar heating or cooling device, or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved in writing by Declarant and Adjacent Owner Neighbors as follows:
 - a. An owner desiring to erect any Improvement, other than a residence in conformance with Section 2. A. above, shall deliver two sets of all construction

plans and plot plans to Declarant (herein collectively referred to as "Other Improvement Plans"). Other Improvement Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement. Concurrent with submission of the Other Improvement Plans, Owner shall notify the Declarant of the Owner's mailing address.

- b. Declarant and Adjacent Neighbor Owners shall review all Other Improvement Plans in relation to the type and exterior of Improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans for Country Club Hills development formulated by Declarant. In this regard, Declarant and Adjacent Neighbor Owners intend that all Lots shall be developed as a residential community with homes and all Improvements constructed of high quality materials, and of compatible design. The decision to approve or refuse approval of any proposed Improvement shall be exercised by Declarant and Adjacent Neighbor Owners to promote the values, character and residential quality of Country Club Hills. If Declarant and Adjacent Neighbor Owners determine that a proposed Improvement will not protect and enhance the integrity and character of Country Club Hills and the neighboring Lots as a quality residential community, they may refuse approval of the proposed Improvement; provided however, such approval shall not be unreasonably withheld.
 - c. If the Declarant or the Adjacent Neighbor Owners determine that they object to the proposed Improvement, written notice of such objection shall be mailed to the Owner at the address specified by the Owner with Owner's submission of Other Improvement Plans. Such Objection shall be mailed within ten (10) days after the date of submission of the Other Improvement Plans. If notice of objection is not mailed within such period, the proposed Improvement shall be deemed approved by Declarant and Adjacent Neighbor Owners.
- 6. All residential construction and any approved Improvement shall be completed within one (1) year from the date of commencement. No excavation dirt resulting from construction of a residence or such approved Improvements shall be spread across any Lot in such a fashion as to materially change the grade, contour or drainage of any Lot, unless such change in grade, contour or drainage is first approved in writing by Declarant.
 - 7. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.
 - 8. No exterior television or radio antenna of any sort shall be permitted on any Lot.
 - 9. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.
 - 10. Developer and Owner shall strive to preserve all existing trees and shrubbery on each Lot.

11. Concrete curbs and gutters, constructed to meet municipal code, shall be required on the south side of Girard Street.
12. Parking shall not be permitted on Girard Street.
13. A public sidewalk on Girard Street, if required by municipal code, shall be constructed.
14. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.
15. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty-four (24) hours within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 16 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during the period of construction.
16. There shall be proof of establishment of a properly funded Home Owners Association that is responsible for the maintenance plan of the planned detention basin, lawn mowing, etc.

ARTICLE II.
GENERAL PROVISIONS

1. Only Declarant, any Owner of a Lot named herein or any Adjacent Neighbor Owner shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by the Declarant, Lot Owner or Adjacent Neighbor Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by 75% of the Owners and the Adjacent Neighbor Owners.

3. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 22nd day of April, 2013.

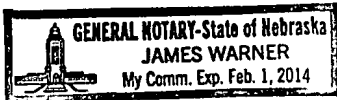
OAK POINT PROPERTIES, INC.,
A Nebraska Corporation

BY: 
SEAN J. NEGUS, PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22nd day of April, 2013, by Sean J. Negus, President of Oak Point Properties, Inc., a Nebraska Corporation, on behalf of said Corporation.



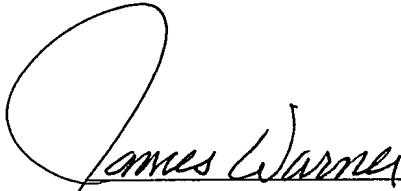

Notary Public

EXHIBIT A

EXHIBIT "A"

ADJACENT NEIGHBOR OWNERS

- 43-08125 1. Lots 1 through 4, Country Club Woods
- 43-28400 2. Lots 9, 10, 11, 12, 13, 15 and 17 ^{BLOCK 2 CW} Olive Crest Country Estates
- 43-08040 3. Lots 48 through 65, Country Club Manor
- 43-15942 4. Lot 13, Hays Country Club Addition
- 43-15940 5. Lands sec-twn-rge 25-16-12 LT, 1 Blk, 1 Hays, Country Club Add & Irreg W 380.33 Ft S Country Club Rd & N Girard St, NW ¼, SE ¼ 4.97 AC.
More particularly described as follows: LOT ONE
(1), BLOCK ONE (1), HAYS COUNTRY CLUB ADDITION, 2ND PLATTING, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.
- 01-60000
2516-12
- ALSO: THE FOLLOWING DESCRIBED REAL ESTATE:
THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF GIRARD STREET AND THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE N0 DEG. 11' 46"E (ASSUMED BEARINGS) FOR 421.29 FEET ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, HAYS COUNTRY CLUB ADDITION, 2ND PLATTING; THENCE N0 DEG. 07' 45"E FOR 200.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 543.39 FEET AND A LONG CHORD BEARING S77 DEG. 44'51" E FOR 227.67 FEET) FOR AN ARC DISTANCE OF 229.37 FEET ALONG THE SOUTH LINE OF COUNTY CLUB ROAD; THENCE S65 DEG. 39'19"E FOR 172.70 FEET ALONG SAID SOUTH LINE; THENCE S0 DEG. 11'46"W 495.78 FEET TO THE NORTH LINE OF GIRARD STREET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2980.93 FEET AND A LONG CHORD BEARING S89 DEG. 04' 55"W FOR 380.07 FEET) FOR AN ARC DISTANCE OF 380.33 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.