

cc Recd Jm

551 N. Linden
Phone 443-4218

OFFICE OF
SAUNDERS COUNTY ATTORNEY
WAHOO, NEBRASKA 68066

CURTIS A. BROMM
County Attorney

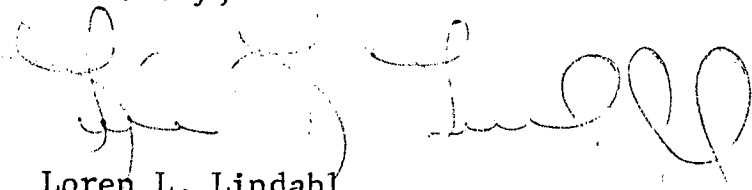
LOREN L. LINDAHL
JOHN J. EDSTROM
Deputies

October 12, 1979

TO WHOM IT MAY CONERN:

In accordance with Article II, Section 2-F of the Subdivision Regulations of Saunders County, Nebraska, as Amended September 30, 1978, I approve as to form the Mylar and Protective Property Covenants regarding McCluhan Bluffs, a subdivision in the East Half of Section 19, Township 17 North, Range 6 East, Saunders County, Nebraska.

Sincerely,



Loren L. Lindahl
Saunders County Attorney

LLL:mk

RESERVATIONS AND RESTRICTIVE COVENANTS FOR MCCLUHAN BLUFFS

TO THE PUBLIC:

Declarations of Restrictions on McCluhan Bluffs, a subdivision in the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 19, Township 17 North, Range 6 East, Saunders County, Nebraska.

The Restrictions and Covenants hereinafter set forth are to run with the land and shall be binding upon all parties and all persons owning lots or claiming under them in McCluhan Bluffs.

If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situate in such subdivision to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent him from so doing or to recover damages for such violation, or both.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. (a) No lot or lots shall be used for other than single family residence purpose. There shall not exist on any lot at any time more than one residence. No trailer, tent, shack, barn, temporary building, outbuildings or guest house shall be erected on any of the lots in the subdivision. No garage shall be constructed except as an integral part of the residence it is intended to serve.

(b) No one-story buildings shall be constructed on lots with a fully enclosed first floor area of less than 1,100 square feet, exclusive of carport, garage, basement and open porches. No two-story or higher buildings shall be constructed with a fully enclosed first floor area of less than 900 square feet. No one and one-half story building shall be constructed with a fully enclosed first floor area of less than 950 square feet.

(c) No residence shall be constructed at a cost of less than \$50,000.00.

Setback lines. No building or any part thereof, including garages and porches, shall be erected on any lot closer than 20 feet to any street

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SAUNDERS CO. NEBRASKA	
Entered in NUM. INDEX	
Register of Deeds Off.	
ID-181979	at 11 A.M.
in Bk. 15	Pg. 245
of MISC 2.	
<i>[Signature]</i>	
Register of Deeds	
By	

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line, or closer than 15 feet to any other lot line. Notwithstanding anything to the contrary herein, the Committee shall have the right to permit reasonable modifications of the setback requirements where, in the discretion of the Committee, strict enforcement of these setback provisions would work a hardship.

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3. Approval of plans. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Subdivider reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these Reservations and Restrictions as the Subdivider or Committee, hereinafter designated, shall deem necessary and proper.

Whether or not provision therefor is specifically stated in any conveyance of a lot made by the Subdivider, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Subdivider or Committee hereinafter provided. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the Subdivider or Committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Subdivider or Committee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no Subdivider or Committee exists or if the Subdivider or Committee shall fail to approve or disapprove the plans and specifications within 30 days after written request therefor, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the Covenants herein contained.

4. Committee. The Subdivider shall appoint one or more persons to the Committee herein referred to and a Successor Committee or Committees shall

also be appointed by the Subdivider. After January 1, 1990, all privileges, powers, rights and authority shall be exercised by and vested in a Committee to be selected by the owners of a majority of the lots in the subdivision.

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5. Commercial vehicles. No trucks and no commercial type vehicles shall be stored or parked on any Residence lot except while parked in a closed garage, nor parked on any residential street in the subdivision except while engaged in transporting to or from a residence in the subdivision.
 6. Landscaping. No tree removal, excavation, elevation or change in the present grade of any lot except that which has been performed by the Subdivider shall be allowed. No rock, clay, gravel or trees shall be excavated or removed from any property for any purpose.
 7. Nuisances. No horses, cattle, swine, goats, poultry, other livestock or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, trees, lattice work, or screening acceptable to the Committee. No signs or other advertising shall be displayed on any lot unless the size, form, and number of same are first approved in writing by the Committee. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from refuse piles or other unsightly objects, then the subdivider or the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass, and in the event of such a removal, a lien shall arise and be created in favor of the Subdivider or Committee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within 30 days after the owner is billed therefor.
 8. Walls. No boundary wall shall be constructed with a height of more than four feet and no boundary line hedge or shrubbery shall be permitted with a height of more than four feet. No wall of any height shall be constructed on any lot until after the height, type, design, and approximate location therefor shall have been approved in writing by the Committee.

The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the Committee.

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9. Exteriors and roofs. All structures shall be painted with two coats of paint unless constructed of ornamental masonry or brick. No roofs shall be of a light color.
 10. Access roads. Only one access road to a residence 20 feet or less in width shall be allowed outside of the platted roads and cul-de-sacs. Lot owners agree that they will enter into a contract with the Subdivider or Committee for maintenance and snow removal on all roads in the subdivision. All parties agree that \$250 per year per lot is a reasonable fee, subject to future price negotiations as the parties deem necessary.
 11. Subdivision of lots. None of the lots shall at any time be divided into smaller lots or building sites.
 12. Water wells and sewers. Each individual lot owner shall provide their own sanitary sewer. The plans and specifications for such sewer systems shall be approved by the Subdivider or Committee in accordance with the restrictions set forth in article 3, approval of plans. Water from the Village of Morse Bluff shall be provided by the Subdivider to within 200 feet of each building site.
 13. Utility easements. There are hereby reserved for the purpose of installing and maintaining public utility facilities and for such other purposes incidental to the development of the property the easements shown upon the plat of McCluhan Bluffs. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Subdivider, or any utility company or municipality, or any of its agents or servants are hereby waived by the owners. The Subdivider does further reserve the right to change, lay out a new, or discontinue any street, avenue, or way shown on the plan of development not necessary for ingress or egress to and from an owner's premises, subject to the approval of the County of Saunders, if required. All electrical lines and facilities

in the subdivision shall be underground and the same will be provided by the Subdivider to within 150 feet of each building site. Each lot owner shall be responsible for their hook-up to the main utility facilities which are provided.

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14. Remedies for violations--invalidations. For a violation or a breach of any of these Reservations and Restrictions by any person claiming by, through, or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdivider shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any Court of competent jurisdiction in no wise shall affect any of the other Reservations and Restrictions, but they shall remain in full force and effect. Should the owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within 30 days, the Subdivider, its successors and assigns, shall have the right to interest on such liens at the rate of 9% per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.
15. Trespassing. No one shall be allowed to enter freely upon any of the private lots within this subdivision or the private property adjacent to the subdivision, outside of the boundaries of a landowner's own lot.
16. Hunting. Hunting shall not be permitted within the subdivision. This clause is in no way to be construed as allowing a lot owner to hunt upon the private property adjacent to the subdivision.

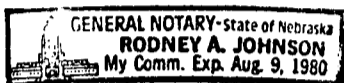
In witness whereof Quinn Dunker, Subdivider, has caused these presents to be signed this 11th day of October, 1979.

Quinn E. Dunker
Quinn Dunker, Subdivider

STATE OF NEBRASKA, County of Dodge:

Before me, a notary public qualified for said county, personally came Quinn Dunker, known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on October 11, 1979.



Rodney A. Johnson
Notary Public

My commission expires: August 9, 1980.

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