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REGISTER OF DEEDS, CASS CO., NE Patrick Manning

Doc# 203 \$29.50

COMPALED

AMENDED PROTECTIVE COVENANTS AND RESTRICTIONS

O'CONNOR SUBDIVISION CASS COUNTY, NEBRASKA

This declaration made this 31st of March, 1998, by Patrick A. O'Connor and Valerie A. O'Connor being the owner and developer of the following described real estate situated in CASS County Nebraska. LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 O'Connor Subdivision which consists of Johnson Subdivisions Lots 1, 2, 3, 4, of fractional lot 11, located in the S 1/2 of the NE1/4 of Section 27-T12N-R11E of the 6th P.M., CASS County Nebraska.

WITNESSETH

WHEREAS, the Declarants are the owners of the real property described above and is desirous of subjecting the property described above to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of the property and for each owner thereof, and shall inure to the benefit of and pass with said property, for each and every parcel thereof, and shall apply to and abide the successors in interest, and owners thereof

NOW, THEREFORE, the Declarants hereby declare that the real property herein above is and shall be held, transferred, sold and conveyed subject to (he conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

ADMINISTRATION

- a. The Declarants have incorporated a Homeowner's Association known as the "O'Connor Subdivision Homeowner's Association, Inc., a Nebraska Non-Profit Corporation". All persons owning parcels of land within the boundaries of the property being described are members of said homeowner's association and each lot therein shall have one (1) vote. The Homeowner's Association shall be the governing body of this subdivision and shall provide from time to time, by-laws, rules and regulations and shall provide for fee assessments per lot which shall be used for the maintenance and benefit of the subdivision. The Homeowner's Association shall also provide for committees and that there is hereby declared a standing committee to be known as the building committee which shall consist of Declarant Patrick A. O'Connor and those persons hereinafter appointed by the Homeowner's Association and who are owners of a parcel within the boundaries of the property. The Building Committee shall have the general authority for the enforcement for the building and use restrictions herein set fort. Membership in the committee shall be limited to not less than three (3) nor more than five (5) members.
b. Any and all prior protective Covenants or Restrictive Covenants, by whatever name and description, are hereby superseded by these Covenants, Restrictions and Easements.
c. The Restrictions and Covenants set out are to run with the land and shall be binding upon all parties and all persons owning lots in the Subdivisions, or claiming under them.
d. These Covenants and Restrictions shall be applicable to all lots of land within that Subdivision whether one or more owners.
e. No lot shall at any time be further subdivided except as permitted by these Protective Covenants and Restrictions.
f. In addition to the provisions of this instrument, each owner and occupant of any lot shall observe and obey all provisions the Louisville Zoning Regulations and all other ordinances, laws and regulations applicable thereto.

x

APPROVAL OF PLANS

- a. For the purpose of further insurance that the development of the lands remains an area of high standards, the Building Committee reserves the power to control the buildings, structures and other improvements placed on each lot as well as to make exceptions to these Reservations and Restrictions as the Building Committee, hereinafter designated, shall deem necessary and proper.
- b. Whether or not provision therefor is specifically stated in any conveyance of a lot, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, agrees to these Covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefor have been approved in writing by the Building Committee. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specification so approved. Refusal of approval of plans and specifications by such Building Committee may be based on any ground, including purely aesthetic ground which, in the sole and uncontrolled discretion of the Building Committee shall deem efficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no Building Committee exists if the Building Committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request thereof, then such approval shall not be required, provided that no structure shall be erected which violates any of the Restrictive Covenants herein contained.

III

RESIDENTIAL BUILDINGS

- a. No lots of land embraced within the subdivision shall be used for other than single family residential purpose. There shall not exist or be permitted any more than one residential type building on any lot.
- b. No one story buildings shall be constructed on any lot with a full enclosed first floor area of less than 1400 square feet, exclusive of carport, garage and open porches. No two-story or higher buildings shall be constructed on any lot with a fully enclosed first floor area of less than 1200 finished square feet. Walkouts with finished basements shall be considered two stories for this purpose. The first floor in these cases will be the top level. All residences will have a masonry front on said structure.
- c. All structures shall be painted with paint unless constructed of ornamental masonry, brick, logs or with vinyl, metal or fiberglass siding. All roofs shall be shingled with shingles approved by the building committee.
- d. All residences shall be completed and capable of being inhabited within one year from the date construction on the residence is begun.
- e. No building shall be approved by the Building Committee that does not have sufficient space on the same lot for two septic tank fields. The minimum septic tank will conform to the following minimum specifications. 1000 gallon tank with no less than 150 feet of laterals.

IV

OUT-BUILDINGS

- a. No trailer, tent, shack, temporary building, pole shed, garage or guest house shall be erected on any lot in the subdivision without approval in writing from the Building Committee.
- b. Any out-buildings must be constructed of colored steel, siding or painted as approved by the building committee.
- c. No building shall be allowed to have corrugated tin roofs or sides. All roofs will be shingled with shingles approved by the building committee.

WALLS AND FENCES

No wall or fence of any height shall be constructed on any lot until after the height, type, design and approximate location shall have been approved in writing by the Building Committee. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such heights may be completely determined by the *Building Committee*.

VI

SETBACK LINES

No building or any part thereof, including garages and porches, shall be erected on any lot closer than sixty feet to 156th Street, Kiser Road, road serving subdivision or closer than twenty feet to either side of the boundary line, or closer than ten feet to the rear boundary line (provided however that in the case of corner lots the setback from the side streets shall not be less than fifteen feet). Notwithstanding anything to the contrary herein, the Building Committee shall have the *right to permit reasonable modifications of the* setback requirements where, in the discretion of the Building Committee, strict enforcement of these setback provisions would work a hardship.

UTILITIES. UTILITY EASEMENT AND LINES

a. The developer has reserved an easement on the boundary lines of the lots for the installation and maintenance of the public and private utility facilities. Such easements shall be ten (10) feet in width and shall affect each of the parcels as the same is surveyed and conveyed. 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 developer or any utility company or municipality or any of its agents or servants are hereby waived by owners.

b. Each lot owner shall be responsible for the cost of obtaining water, electrical, telephone and other available utilities from the utility company from which services are available. The developer shall provide electrical service, water service and telephone service to the roadway adjoining each lot. The developer shall have no responsibility for any costs or maintenance, repair, alteration, upgrading or snow removal for any roadway or utility and after the subdivision is approved and tile lots are resurveyed except as the developer is responsible to the degree that any lots he may own are responsible as set out herein.

VIII

ROADWAY

The developer shall have surveyed and installed a non-hard surfaced roadway into the subdivision as to service all lots therein. The road will be rocked initially and at necessary intervals to insure safe travel over the same. The purchasers and Owners of the lots shall pay their proportionate share of the cost and expense of maintenance, repair, upgrading, or snow removal on the roadway. The proportionate share will be computed by the total number of lots served into the total cost of the maintenance, repair, upgrading, or snow removal. Payment shall be to the Building committee. All purchasers or owners that are served by the roadway shall have equal access for ingress and egress over and through said roadway for use usually associated with development.

NUISANCES

No swine, goats, poultry or fowl shall be kept on any lot. No more than two dogs shall be kept on any lot and they must be in a fenced area suitable to maintain them as determined by the building committee. No signs or advertising shall be displayed on any lot unless the size, form and number of same are first approved in writing by the Building Committee. No weeds, underbrush or other unsightly objects shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the subdivision fail or refuse to

keep such premises free from weeds, underbrush or refuse piles or other unsightly growths or objects, the building 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 removal, a lien shall arise and be created in favor of the Building Committee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed thereafter.

VEHICLES, COMMERCIAL VEHICLES, RECREATIONAL VEHICLES,

- a. No trucks and commercial type vehicles shall be stored or parked on any lot except while parked in a closed garage. No trucks or commercial type vehicles, except four wheel pickup type vehicles, shall be parked on the residential road in the area except while engaged in transporting to or from a residence in the subdivision.
- b. No unregistered non commercial or commercial autos or trucks of any type shall be stored or parked on any lot or street except while parked in a closed garage. No unregistered trailers or recreational vehicles of any type shall be stored or parked on any lot or street for a period longer than one (1) week except while parked in a closed garage. Occupants are allowed one properly registered recreational vehicle such as an RV, boat, trailer to be parked on their property, not garaged.

XI

REMEDIES FOR VIOLATIONS - INVALIDATION'S

For a violation or a breach of any on these Reservations and Restrictions by any person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the developer, and the lot owners, or any of them separately, 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. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement. Likewise, the failure to enforce any of the Reservations and Restrictions shall not cause the Building Committee to be liable to any individual or group of individual lot owners for legal expenses or cost of remedies from a Court of Competent jurisdiction of their behalf. The invalidation of any one or more of the Covenants or reservations by judgment or court order by a Court of competent jurisdiction in no way shall effect any of the other Provisions, Reservations and Restrictions, which shall remain in full force and effect.

- b. Whenever the undersigned or its successors or assigns incur any expense in the enforcement of any provisions of this instrument, it or they, respectively, shall have a lien against the lot or lots affected thereby from the time of filing an account in writing thereof in the Office of the Register of Deeds of Cass County in a like manner as a mechanic's or motormen's lien as provided by law.

AMENDMENTS

The Covenants, Conditions and Restrictions set forth in this instrument may be amended, in whole or in part, at any time by written agreement among the then owners of a majority in number of said lots executed and recorded in the manner provided by law, and such Covenants Conditions and Restrictions as thus set forth or amended shall run with the land and shall be binding upon all persons for a period of twenty (20) years from the date hereof

GOVERNMENTAL LIMITATIONS

Any conveyance of any lot is subject to all restrictions and limitations imposed by governmental authority.

IN WITNESS WHEREOF, the undersigned, being the Owner and Developer of the herein described teal estate, does hereby execute the within Protective Covenants and Restrictions.

Patrick A. O'Connor

Patrick A. O'Connor, Owner

Valerie A. O'Connor

Valerie A. O'Connor, Owner

Mark Madler

Owner

Echo B. Madler

Owner

State of Nebraska)
) ss.
County of Cass)

On this 31st day of March, 1998, before me, the undersigned Notary Public in and for said County and State, personally appeared Patrick A. O'Connor and Valerie A. O'Connor to me personally known to be the identical persons, did say that they are the owners of said real estate, that said instrument was signed on behalf of both parties and acknowledges that execution of said instrument to be the voluntary act and deed of both parties and by them voluntarily executed.

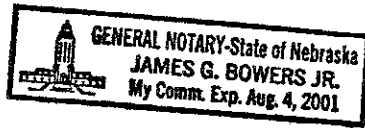


Richard R. Berner

Notary Public

State of Nebraska)
) ss.
County of Cass)

On this 20th day of ~~March~~ ^{APRIL}, 1998, before me, the undersigned Notary Public in and for said County and State, personally appeared MARK + Echo Madler to me personally known to be the identical persons, did say that they are the owners of said real estate, that said instrument was signed on behalf of both parties and acknowledges that execution of said instrument to be the voluntary act and deed of both parties and by them voluntarily executed.



James G. Bowers Jr.

Notary Public