

96 SEP 26 11 10 47

BOOK 32 PAGE 1001  
OF MISC. REC. 306

(S. H.)

PROTECTIVE COVENANTS  
BUFFALO KNOLL SUBDIVISION

The undersigned are the owners of Lots 1 - 15 of Buffalo Knoll Subdivision, (hereafter the Subdivision), a subdivision duly platted and recorded in Book 3 Page 497 in the office of the Register of Deeds of Saunders County Nebraska, and the undersigned do hereby covenant, declare and publish for the benefit for all persons now or hereafter owning real property in said subdivision, and legally described as follows:

Lots 1-15, Buffalo Knoll Subdivision, as platted and recorded in Saunders County, Nebraska,

that said Lots shall be owned, used, conveyed and held under and subject to the following covenants, conditions and restrictions:

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1. There is hereby established a Homeowners Association, to be known as the Buffalo Knoll Homeowners Association, (hereafter the Homeowners Association), which will be charged with responsibility for enforcing these covenants, approving all plans and specifications for residences, fences, outbuildings, and other matters governed by these covenants, and shall also promulgate and enforce such other rules and regulations as necessary for the carrying out of the affairs of the subdivision. All owners of lots in the subdivision immediately become members of the Homeowners Association upon obtaining title to a lot or upon executing a land contract on a lot as Vendee, and are obligated to pay the annual dues and any other fees as prescribed by such association, and are obligated to abide by these covenants and all rules and regulations of the Homeowners Association as established or adopted by the Homeowners Association. The Homeowners Association shall be an unincorporated association until such time that there are sufficient Lots sold to warrant incorporation, at which point the Homeowners Association shall be incorporated as a non-profit corporation. Ownership of the roads within the subdivision shall remain in the present owner, Stephen Shetlar, or his successor or assigns, until conveyed at the owner's option to the Homeowners Association. The Homeowners Association shall be responsible for maintenance of the roads within the subdivision.

2. All lots in the subdivision shall only be used for single family residences. Not more than one residence shall be built on

any one lot. Ranch style homes shall contain at least 1200 square feet on the main floor, not including the garage. Split level or multilevel residences shall contain at least 900 square feet on the main floor, not including the garage. Each residence shall have a minimum of a two car attached garage. No purchaser may subdivide a platted lot. Complete plans and specifications for all structures must be approved by the Homeowners Association prior to the commencement of any construction. A plot plan must be included with specifications. Construction of the main residence must be completed within 12 months of commencement. The plans submitted to the Homeowners Association will not be returned and will be kept by the Association after approval. The plans and specifications shall include the types of building materials to be utilized.

3. In addition to usual house pets in reasonable numbers each homeowner may also maintain horses in a reasonable number upon the premises. To maintain horses upon the premises each homeowner must first obtain a conditional permit from the Saunders County Zoning authority for said horses. A plan must also be submitted to the Homeowners Association and approved by the Homeowners Association setting forth the number of horses, the location and type of facilities and fences to house same, and provide for a manure disposal system and fly control program. No bovine shall be permitted.

4. The following setback requirements apply, provided, that upon good cause shown the Homeowners Association may in appropriate cases grant variances. Any variance granted must be filed of record at the Saunders County Register of Deeds office.

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- A. Residences. Minimum setback from the front road shall be 75 feet. Minimum setback from any side road or side or rear lot line shall be 35 feet.
  - B. Fences. Minimum setback from the front road shall be 75 feet. There is no minimum setback from the side or rear lot lines for fences, except such fences are subject to the utility easement referenced in Paragraph 5 below.
  - C. Outbuildings and Barns. Outbuildings can be no closer to the front road than the rear side of the residence. Side setbacks for outbuildings and barns are subject only to any requirements of Saunders County Zoning.

5. Easements and right-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities such as electricity, telephone, cable, and any other necessary utility to service the subdivision. Such easements and right-of-way shall be confined to the front, sides and rear 15 feet of each lot.

6. Each lot owner shall be responsible for constructing a water well and a septic sewer system to service said lot. All such wells and septic systems must conform to all requirements of Saunders County Zoning and must be properly maintained thereafter. Only cased wells which are drilled by licensed well drillers

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according to state specifications may be used. Only self-contained septic systems which are installed by licensed installers according to state specifications may be used.

7. All lots shall be neatly maintained at all times consistent with the use of the lot. Noxious weeds and unreasonably long grass are prohibited. There shall be no accumulation of debris, machinery, disabled automobiles, or offensive materials or junk of any kind. Campers, boats and RV's or other similar vehicles must be parked or stored in back of the residence. In event a lot is not reasonably maintained the Homeowners Association shall give 14 days written or oral notice to correct same, whereupon if not corrected the Homeowners Association shall have authority to remedy the situation and charge the expense thereof to the homeowner. Such charge may be filed as a lien upon the real estate and any other procedure allowed at law or equity may be utilized for collection of same. Such written notice shall be sent to the lot owner's last know address.

8. All structures including residences, outbuildings and fences and any other structures shall be maintained in a neat and attractive manner. Upon the owner's failure to do so, the Homeowners Association may, at its option, after giving the owner 30 days written or oral notice to have such condition corrected, remedy the situation and charge the expense thereof to the homeowner. Such charge may be filed as a lien upon the real estate and any other procedure allowed at law or equity may be utilized for collection of same. Such written notice shall be sent to the lot owner's last know address.

9. These restrictive covenants shall run with the land, and each person, firm or corporation taking title to the above described real estate, or any part thereof, agrees to be bound by said restrictive covenants, the same as if written into the instrument under which said person, firm or corporation acquired title to said real property or any part thereof. These covenants may be altered, amended, or modified by an instrument in writing executed by a minimum of at least two-thirds (2/3) of the owners of the lots above described, which instrument shall be recorded at the Register of Deeds of Saunders County, Nebraska, in the manner provided by law.

10. Each of these restrictive covenants contained herein is severable and separate. Invalidation of any one of these covenants or any part thereof by judgment or court order or otherwise shall in no way effect the validity and enforceability of any of the other covenants or restrictions herein contained.

IN WITNESS WHEREOF, the undersigned as the owners of all lots of Buffalo Knoll Subdivision, and all the platted roads therein, have executed these protective covenants this 2<sup>nd</sup> day of June, 1996.

Stephen Shetlar  
Stephen Shetlar

Cheryl Shetlar  
Cheryl Shetlar

STATE OF NEBRASKA  
COUNTY OF SAUNDERS

ss.



The foregoing instrument was acknowledged before me on this 28 day of June, 1996, by Stephen Shetlar and Cheryl Shetlar, husband and wife.

James Manly Brabec  
Notary Public

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