

AFFIRMATION AND DECLARATION

OF

BULL RUN PHASE II SUBDIVISION

RESTRICTIVE COVENANTS

STATE OF NEBRASKA)

County of Saunders)

NON CLARK
REGISTER OF DEEDS
SAUL T. CO. REC'D.

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OF MISC. INSTR. 60

BY *Qul* *6*

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, ERVIN A. & MARIANNE M. BULL, Husband and wife, and a partnership in real estate, known as BULL RUN PHASE II Subdivision and hereinafter referred to as the Declarant.

The Bull Run Phase II Subdivision lots are located on a tract of land in the Southwest Quarter of Section 22, Township 15 North, Range 9 East of the 6th P.M., Saunders County, NE, and containing 10.8 acres more or less. These lots (1) through (20) inclusive of Bull Run Phase II Subdivision are surveyed, platted and recorded in Saunders County, Nebraska and include all streets and utilities contained within said subdivision.

1. All construction must comply with the current building codes adopted by the City of Yutan.
2. 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.
3. Each Lot shall be used exclusively for single-family residential purposes, duplexes or townhouses.
4. There will be no commercial uses of the property permitted within the subdivision, except home based occupations that are permitted by Yutan Village Zoning regulations.
5. House structures shall comply with at least the following minimum requirements:
 - A. A one-story single family house shall contain at least 1700 square feet living floor area on one level exclusive of basement, garages and other attached accessory floor area.
 - B. A one and one-half (1½) story single family house shall contain at least 1800 square feet of floor area exclusive of basement, garages, and other attached accessory floor area.

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- C. A two-story single family house shall contain at least 2100 square feet of floor area as the total sum of the floor levels, all exclusive of garages and other attached accessory floor area.
 - D. A duplex shall provide a minimum floor area of 1100 square feet on one level for each family unit, and these exclusive of basement and garages for each unit.
 - E. The roofs of the aforementioned structures will use shingles which are Heritage by Tampco, 340# shingles which come in asphalt or fiber glass or combination of both, and have a life of 40 years.
 - F. All construction must comply with the uniform building, electrical, plumbing and heating codes of the City of Yutan.
6. Exterior lighting on any lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent lots.
7. Boundary fences shall not exceed 6 feet in height and boundary hedges shall be limited to a maximum height of 8 feet.
8. Any damaged or destroyed single family attached dwelling shall be properly reconstructed or removed in a timely manner.
9. All produce or vegetable gardens shall be maintained only in rear yards.
10. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, or rubbish or lawn cuttings shall be deposited on any street, road, or Lot.
11. 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.
12. 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.
13. All improvements, including fences, on any lots herein shall, at all times, be kept in good condition and repair.
14. No structure of a temporary character, trailer, basement,

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Lot at any time either temporarily or permanently, except for one detached storage building to be constructed of wood or metal. Such building shall be not more than 320 square feet, and no more than 9 feet tall.

15. Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

16. Driveways on each Lot shall be constructed of concrete. Should repair or replacement of such driveway be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveways will be permitted.

17. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of twenty-four (24) 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 materials, 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.

18. 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 20 days 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 semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. All residential Lots shall provide a two or three-car garage and sufficient area shall be provided for all vehicles to have off-street parking.

19. 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 two pets per household.

20. Any person who owns, keeps or harbors any dog, shall not allow the same to run at large at any time within the subdivision and such dog must be under his or her control at all times. No person shall allow a dog owned, kept or harbored by him, 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.

21. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted on any Lot, except that a dog house constructed for one (1) dog shall be permitted. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.

22. No exterior television or radio antennas of any sort will be allowed on any Lot.

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.

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-five (25) years from the date of this agreement.

If the parties or Lot owners or any of them or their heirs, successors or assignees 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 449, in Book 30, Miscellaneous Records of Saunders County, Nebraska.

Bull Run Phase II Subdivision

BY Ervin A. Bull
Ervin A. Bull

Marianne M. Bull
Marianne M. Bull, Owners -

Bull Run Phase II Subdivision

