

Little Springs

State of Nebraska)  
County of Seward )<sup>ss</sup>

Filed for record on April 18, 2003  
at 8:44 am and recorded in Misc.  
book 82, page 569.

*Sherry Schweitz*  
County Clerk

Fee: \$50.50

RESTRICTIVE COVENANTS  
SINGLE FAMILY LOTS-COUNTRY CLUB HEIGHTS SECOND ADDITION

The signers of this document are the Titleholders of more than two thirds of the lots within the real estate described below (Real Estate). A copy of the plat of the Real Estate is attached as Exhibit "A". As platted, the Real Estate is comprised of:

The real property described on Exhibit A consisting of single family lots platted in Country Club Heights Second Addition, Seward County, Nebraska (Lots)

For the purposes of these Restrictive Covenants, Goings Development, Inc. or its designated agent shall be the Owner. These Restrictive Covenants are established upon the Real Estate.

1. USE: No Lot shall be used other than for residential purposes. Property adjoining the lots may be developed as a golf course, as commons, or for any other use.
2. COMPLETION OF CONSTRUCTION: Any building placed or constructed upon any Lot shall be completed within nine months after the commencement of construction.
3. ARCHITECTURAL CONTROL: Plans for any building or improvement to be placed or constructed upon any lot within the Real Estate shall be submitted to the Owner and shall show the design, size and exterior material for the building or improvement and the plot plan for the lot. One set of plans shall be left on permanent file with the Owner.

No building, exterior addition to, or alteration of any dwelling structure shall be made or commenced until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the architectural character of surrounding structures by the Owner. In the event the Owner fails to approve or disapprove a request for any proposed alteration, modification or addition within thirty (30) days after the plans and specifications and/or a detailed proposal have been submitted, approval will not be required and this provision will be deemed to have been fully complied with.

4. GENERAL STANDARDS FOR DWELLING STRUCTURES: All dwellings shall be constructed in accordance with the following general standards. Owner may, in Owner's sole discretion, modify the standards in the exercise of Architectural Control. All modifications shall be approved in writing by Owner prior to the commencement of construction.

- a. Minimum Floor Area: The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be:
- |                    |                        |
|--------------------|------------------------|
| Single story ranch | 1,200 sq ft main level |
| One and one half   | 1,400 sq ft total      |
| Two story          | 1,500 sq ft total      |
- b. Garage: All dwellings shall have at least a full-sized, two stall attached garage which shall not exceed the height of the main dwelling
- c. Setbacks: Dwellings shall be set back from the lot lines as follows:
- d. Interior Lots: a minimum of 25 ft from the front lot line, 7.5 ft from the side lot lines and the lesser of 30 ft or 20% of the lot depth from the rear lot line.

Corner Lots: as required to satisfy the requirements of the building codes of the City of Seward however Owner shall determine the front line for corner lots.

Owner may vary the setbacks within the limits established by the building codes of the City of Seward for R-3 zoning. All variances shall be authorized in writing by Owner prior to the commencement of construction.

- e. Exterior finish: Owner shall approve all exterior finish materials and colors. The front elevation of all dwellings shall be faced with 30% brick or natural/synthetic stone unless the architectural style warrants otherwise.
- f. Roof: All roof pitches shall be a minimum of 6:12 or as may be dictated by a unique architectural style. Roofing materials shall be equal to or better than an architectural-grade shingle which provides an appearance of depth such as the Horizon shingle.
- g. Elevations: Owner shall determine the out of grade elevation for all dwellings and improvements.
- h. Solar panels: Active solar panels shall be flush with the roof or sidewall of a dwelling and shall not be located in any required yard or upon any accessory structure.
5. GENERAL STANDARDS FOR OTHER IMPROVEMENTS: All improvements other than the dwelling shall be constructed in accordance with the following standards.
- a. Fencing: Fencing shall be wood/vinyl privacy or black or green coated chain link. Fencing shall not extend into a front yard beyond the front elevation of the dwelling. Privacy fencing shall not exceed 6 ft in height and shall be constructed with the finished side facing the lot line or with a shadow pattern. Chain link fencing shall not exceed 5 ft in height.
- b. Accessory Structures: Accessory structures, including storage sheds and playhouses shall be compatible in materials and design with the dwelling structure. All other accessory improvements, including swing sets and sandboxes shall be compatible with the quality of the overall development and shall be maintained in good order and attractive condition.

- c. Dog kennels: Any dog run or kennel shall be attached to the dwelling and shall not be located in any required setback or sideyard. The size of the facility shall not exceed 4ft x 12ft x 6ft in height. Only one run or kennel shall be permitted on any lot.
  - d. Landscaping: All front, side and rear yard areas shall be seeded or sodded within 6 months after completion of construction of any dwelling. Each Lot owner shall install one street tree per lot or two street trees per corner lot.
6. CITY REQUIREMENTS: All buildings shall be constructed in conformity with the requirements of the applicable building codes of the City of Seward, Nebraska. Streets, sidewalks, street lights and lighting shall be installed as required by the City of Seward.
  7. TEMPORARY STRUCTURES: No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any Lot shall be used as either a temporary or permanent residence.
  8. NUISANCE: No noxious or offensive activity shall be conducted or permitted upon any Lot, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants adjoining lots.
  9. ANTENNAS: Video reception devices which are more than one meter (39.37 inches) in diameter are prohibited.

Video reception devices which are one meter or less in diameter shall not be permitted above ground, except within a building, unless they are mounted using the following preferences:

First Preference: The device shall be mounted on the residence, confined to the rear, and shall not be visible from the front lot line nor protrude above the highest point of the roof line.

Second Preference: If an acceptable quality signal cannot be achieved under the first preference, the device shall be mounted where it is least visible from the front lot line of the residence and shall be reasonably camouflaged to blend in with the background against which it is mounted. Camouflage may include placement within existing landscaping or painting the device.

Wiring or antenna for electrical power, telephone, television, radio or any other use shall not be permitted above ground, except within a building unless they conform with all rules and regulations relating to emissions, placement and height. Such installations shall not unreasonably interfere with the reception of television or radio signals on any other lot. The installation shall be mounted where it is least visible from the front lot line of the residence and shall be reasonably camouflaged to blend with the background of its placement.

10. SIGNS: No advertising signs, billboards, or other advertising devices shall be permitted on any Lot; however, any titleholder of a lot may place on a lot which they own the following:
  - a. a "For Sale" sign;

- b. an "Open House" sign if posted for a period not exceeding 48 hours;
- c. political campaign signs not exceeding six square feet in dimension and for the limited time established by ordinance;
- d. garage sale signs not exceeding a period of 48 hours if the title holder of the lot is conducting the sale.

Further, Owner may erect signs advertising development of the property and adjoining property and/or lots for sale.

11. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except household pets, provided they shall not be raised, bred, or kept for any commercial purpose.
12. RECREATIONAL VEHICLES: No recreational vehicle, as defined by the Seward or Lincoln Municipal Code, shall be parked or stored upon any Lot, except within an enclosed structure. Recreational vehicles may be temporarily parked or stored upon a lot for a period of time not to exceed 14 days per year.
13. GOLF COURSE RESTRICTIONS AND EASEMENTS: No use or activity shall be permitted on any lot which would detract from the development of a golf course on adjoining property and quality of play on such golf course. Such activities shall include allowing pets to run loose or bark loudly, allowing children to run on the fairways, and permitting trash or debris to accumulate or blow onto the fairways. The Lots shall be subject to an easement for landscaping and maintenance of a golf course which may include regular removal of underbrush, trees less than 6 inches in diameter, stumps, trash, debris, planting of grass, watering, application of fertilizer and mowing.
14. ADDITIONS: The Owner may create commons and an association of the owners of the Lots which shall be responsible for the maintenance and administration of the commons. Commons may be added by conveyance of the commons to a corporation (Corporation), the members of which shall be the owners of the lots within Country Club Heights Townhome Association and the owners of the Lots subject to Restrictive Covenants for single family homes within the Additions within Country Club Heights.
15. COMMONS: In the event the Owner adds Commons, each member of the Corporation shall have the right to use and enjoy the Commons and shall have an easement upon the Commons for such use which shall be appurtenant to the interest requisite for membership. The rights and easements of the members shall be subject to:
  - a. The right of the Corporation to borrow money for the purpose of improving the Commons and to mortgage the Commons. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote at a regular or special meeting, if notice of the proposed mortgage is contained in the notice of the special meeting.
  - b. The right of the Corporation to take any steps reasonably necessary to protect the Commons against foreclosure.
  - c. The right of the Corporation to dedicate or convey all or any part of the Commons to any public entity. Any dedication or conveyance shall be approved by the affirmative vote of two-thirds of each class of members entitled to vote at a regular

or special meeting, if notice of the proposed dedication or conveyance is contained in the notice of the special meeting.

- d. The right of the Board to promulgate rules and regulations relating to the use of the Commons by the members of the Corporation, which may be amended from time to time.
16. **MAINTENANCE OF COMMONS:** The Corporation covenants and each member of the Corporation, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain any commons. The covenant shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons.
  17. **HOMEOWNERS ASSOCIATION:** Every person or entity who becomes a titleholder of a fee or undivided fee interest in any lot or living unit shall be a Class A member of the Corporation. However, any person or entity who holds such interest merely as security for the performance of any obligation shall not be a member.
  18. **MEMBERSHIP:** The Corporation shall have two classes of membership:
    - a. Class A membership shall include all members of the Corporation except the Owner and any successor in interest. Each Class A member of the Corporation shall be entitled to all the rights of membership and to one vote for each lot or living unit in which the interest requisite for membership is held. However, no more than one vote shall be cast with respect to any lot or living unit. Class A membership may also include all members of the Country Club Heights Townhome Association in the event the Owner creates Commons.
    - b. Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to ten votes for each lot or living unit in which the interest requisite for Class A membership is held. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by the Class A members equals the total number of votes entitled to be cast by the Class B member, or on January 1, 2015, whichever first occurs.
  19. **LIEN OF ASSESSMENTS:** The lien of any annual or special assessment shall, until shown of record, be subordinate to the lien of any mortgage placed upon the lot against which the assessment is leveled.
  20. **ASSESSMENTS:** In the event the Owner adds Commons, the members, by the acceptance of a deed to one of the Lots, shall be deemed to covenant and agree to pay the Corporation the assessments, together with late fees interest, reasonable attorney fees, and other costs of collection, which shall be a lien upon a lot until paid. Each assessment and other changes shall also be the personal obligation of the titleholder of the lot at the time any assessment is due.
    - a. **Assessment Purpose:** Assessments shall be levied by the Corporation solely to enable the Corporation to perform its obligations to its members.

- b. Annual Assessments: The annual assessment shall be established by the directors of the Corporation and shall be payable in equal monthly installments. On or about the first day of November in each year, the Board shall establish the annual assessment rate for the following calendar year. The rate established by the Board shall apply to monthly installments beginning as of January 1. Monthly assessments shall be payable on or before the 10th day of each month. Written notice of the annual assessment shall be sent to every member on or before December 1 of every year.
  - c. Special Assessment: In addition to the annual assessment, the Corporation may levy special assessments for unexpected repairs or replacements, or other unanticipated expenses of the Corporation reasonably necessary to permit the Corporation to perform its obligations. Written notice of the special assessment shall be given to the members specifying the reason for the special assessment and the date payment is due. The date set for payment must be at least 30 days after the date of the notice.
  - d. Improvement Assessment: In addition to the annual and special assessments, the Corporation may levy an improvement assessment for any capital improvements. Any such improvement assessment shall require the affirmative vote of two-thirds of the members entitled to vote. Payment of the improvement assessment shall be made on terms established by the Corporation which terms shall be included in the written notice to the members advising them of the improvement assessment.
  - e. Equity of Assessment: All assessments, except Lot Assessments, shall be apportioned equally to the lots.
  - f. Late Fees and Interest: Any assessments which are not paid within 10 days of the date they are due shall be delinquent and subject to a late fee; and if not paid within 30 days, shall bear interest from the date originally due. The amount of the late fees and interest rate shall be determined annually by the Corporation; provided, the late fee shall not exceed 10 percent of the payment and the interest rate shall not exceed 18 percent per year.
  - g. Lien Priority: The lien of any assessments shall be subordinate to the lien of any mortgage or mortgages executed and delivered before notice of an assessment lien is filed for record by the Corporation.
21. AMENDMENTS: The Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the titleholders or two-thirds of the Lots at any time. So long as there is a Class B membership, no real estate shall be added to the Lots and these Restrictive Covenants shall not be amended, without the consent of the Federal Housing Administration and/or the Veterans Administration.
22. ENFORCEMENT: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation, or to recover damages and, by the Corporation, may be to enforce any lien or obligation created hereby.

23. SEVERABILITY: The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof. In the event of a conflict between these Restrictive Covenants and the Articles or Bylaws of the Corporation, the provisions of these Restrictive Covenants shall govern.

Dated: 3-21-03

Michael D. Goings  
Goings Development, Inc.  
Michael D. Goings, President

STATE OF NEBRASKA, COUNTY OF

) ss

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2003 by Michael D. Goings, President of Goings Development, Inc., a corporation.

Clarence Kotera  
Notary Public

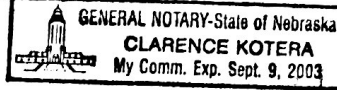


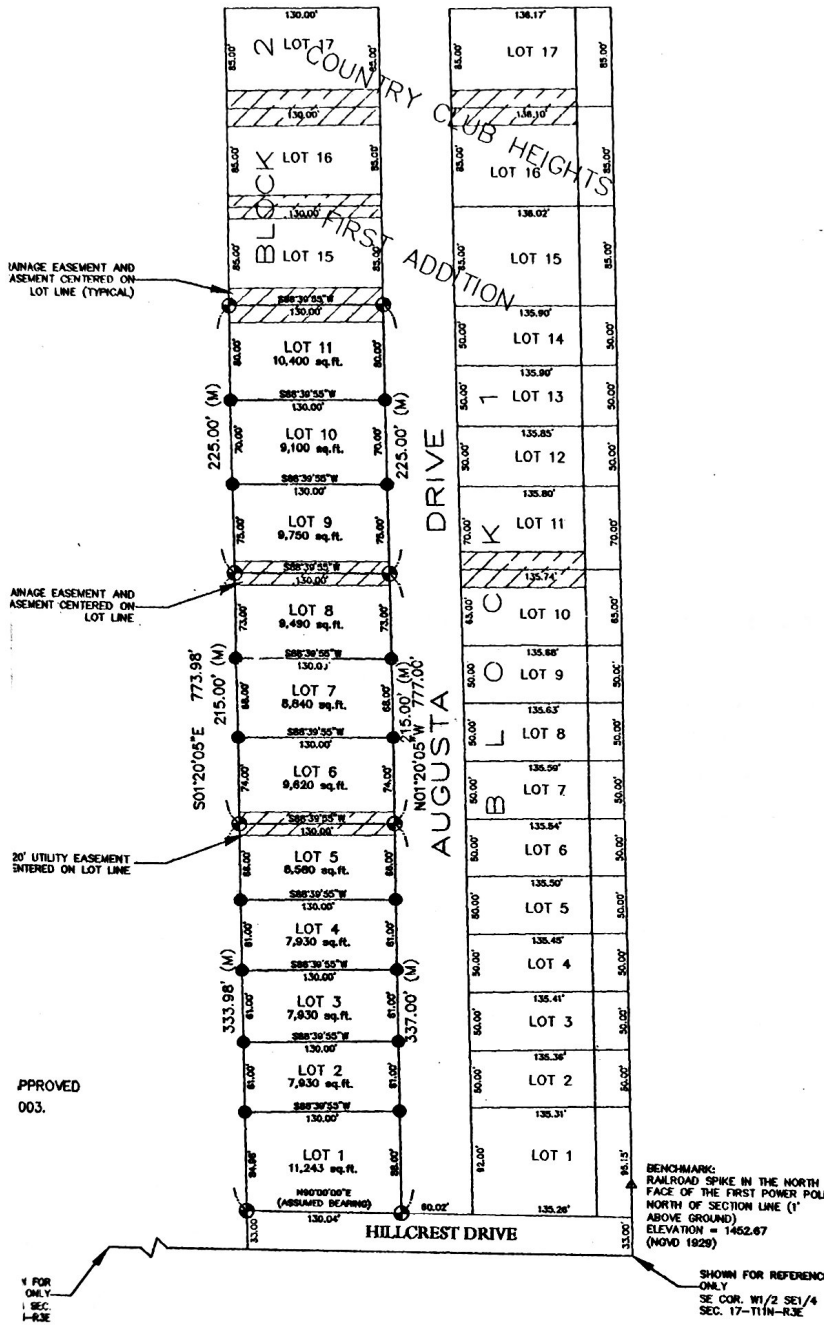
EXHIBIT A

RESTRICTIVE COVENANTS  
SINGLE FAMILY LOTS-COUNTRY CLUB HEIGHTS SECOND ADDITION

Lots 1 through 11 inclusive, Country Club Heights Second Addition, City of Seward,  
Seward County, Nebraska



DITION



**JEO Consulting Group, Inc.**  
 402/443-4661 P.O. BOX 207 WAHOO, NEBRASKA 68090

**"FINAL PLAT" COUNTRY CLUB HEIGHTS SECOND ADDITION  
 REPLAT OF LOTS 1 THRU 14 INCLUSIVE, BLOCK 2  
 COUNTRY CLUB HEIGHTS FIRST ADDITION  
 SEWARD, NEBRASKA**

DATE	12/20/02
SCALE	1"=100'
DRAWN	AJG
PLD BY	