

RESTRICTIVE COVENANTS
MISCELLANEOUS RECORD #13

506

4520
Whereas Laverle Bundy has caused property located in Section 34, Township 17 North, Range 8 East of the 6th P.M. in Saunders County, Nebraska to be sub-divided by a plat filed in the office of the Register of Deeds in which sub-division is known as Valley View estates and includes Lots 1 to 45; and whereas Laverle Bundy intends that all property within the sub-division be bound by restrictive covenants and that the purchaser of each lot in the sub-division take title subject to the restrictive covenants for the purpose that the restrictions therein imposed shall inure to the benefit of each and all owners of lots within the sub-division and their respective heirs and assigns.

These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the real estate within sub-division until January 1, 2005;

These covenants may be amended only by an affirmative vote of the owners of at least three-fourths of all lots within the sub-division;

If any owner of any lot within the sub-division, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of the real estate within the sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation;

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

1. Complete plans, specifications and plot plans for all structures must be submitted to and approved by Valley View Estates Homeowners Association Architectural Committee prior to the commencement of any construction in said subdivision.
2. No structures, such as trailers, tents, mobile units, double wide's, basement houses, garage, moved-in houses, or barns shall be erected or placed on residential lots for the purpose of temporary or permanent quarters.
3. Only one residence shall be constructed on any lot.
4. No dwelling shall exceed 2-1/2 stories in height. This height may vary with the location.
5. The minimum size of permanently enclosed living space shall be 1,450 square feet per home with a minimum of 1,200 square feet on the main level. Extra space may be in walk-out basement or 2nd floor.
6. For each dwelling there must also be an attached private garage not less than 20 feet by 21 feet in size.
7. Lots 1 through 43 shall be used as residences and not used for any commercial use.
8. All weeds and grass shall be kept to a maximum height of 8 inches above ground level. There shall be no accumulation of junk, debris, or offensive materials left on any lot before, during, or after construction.
9. No noxious or offensive trade or activity shall be carried on any plot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

10. No residence shall be located nearer than 10 feet of any side lot line, nor closer than 35 feet from the street lot line, nor closer than 35 feet to the golf course. Exceptions may be allowed on these restrictions where terrain dictates and where approved by the Architectural Committee.

328 - 2
11. No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, hedges and fences shall be maintained at no greater height than 4 feet without permission of adjoining property owners and Valley View Estates Architectural Committee.

12. No husbandry of either animals or fowls shall be conducted or maintained in said subdivision; provided however, that house pets only shall be excluded from this restriction. Pets must be kept on a leash or under control of the owner when outside.

13. All approved construction will be completed within 12 months of start of construction.

14. All private drives and parking must be hard surfaced.

15. Campers of any variety must be parked behind the front line of constructed home. Also, any other form of equipment must be kept behind the front line of the home or in the garage.

16. All fuel tanks must be buried beneath the ground level or concealed from view of the street by approved fence or hedge.

17. The fronts of all residences must have at least 25% brick or stone.

18. All residences must have a wood, gravel, slate, or tile roof.

19. All residences must have electric garage door operator.

20. Use of fresh water for conversion to heat or cooling for the home shall be restricted to the individual owners private well or if the community water is used, a special rate will be provided by the Homeowners Association.

21. Final grading on any lot that affects drainage is subject to approval of the Architectual Committee.

22. All residences must have a yard light.

23. Evergreens that are presently planted on some of the lots that border the golf course will be maintained by the owner of the golf course and must be allowed to grow. In the event that any of these evergreens should die or become deformed, the owner of the golf course has the right to replace such trees. The owner of the golf course shall have the right to trim these evergreens and right of general access for maintenance purposes within the 30 feet adjacent to the golf course of each individual lot that is contiguous to the golf course.

24. There will be no burning allowed either in open fire or incinerator.

25. Advertising signs other than usual real estate sale signs are prohibited.

26. Each property owner is required to be a member of the Homeowners Association and subject his property to a lien for the charges of the Homeowners Association when lawfully assessed but subordinated to liens for mortgages and taxes. The Homeowners's Association shall assume all expense, liability and ownership of the common water system and sewer systems, and all liability

