

DON CLARK
REGISTER OF DEEDS
SAUNDERS CO. NEBR.

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BOOK 290 PAGE 964
OF Sen INST# 219

(Signature)

**REVISED RESTRICTIVE COVENANTS
VALLEY VIEW ESTATES SUBDIVISION
Section 34, Township 17 North, Range 8 East of the 6th P.M.
Saunders County, Nebraska
March 20, 2003**

Upon approval of these covenants by owners of at least 75% of the 45 lots located in the subdivision they shall become effective and replace previous Restrictive Covenants and amendments hereto.

WHEREAS the property located in Section 34, township 17 North, Range 8 East of the 6th P.M. in Saunders County has been subdivided by a plat filed in the office of the Register of Deeds in which sub-division is known as the Valley View Estates and includes lots 1 to 45, and,

WHEREAS it is intended that all property within the subdivision be bound by restrictive covenants and that each owner or purchaser has taken or will 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 subdivision 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 the subdivision. These covenants will be perpetual until amended or removed by at least 60% of the lot owners.

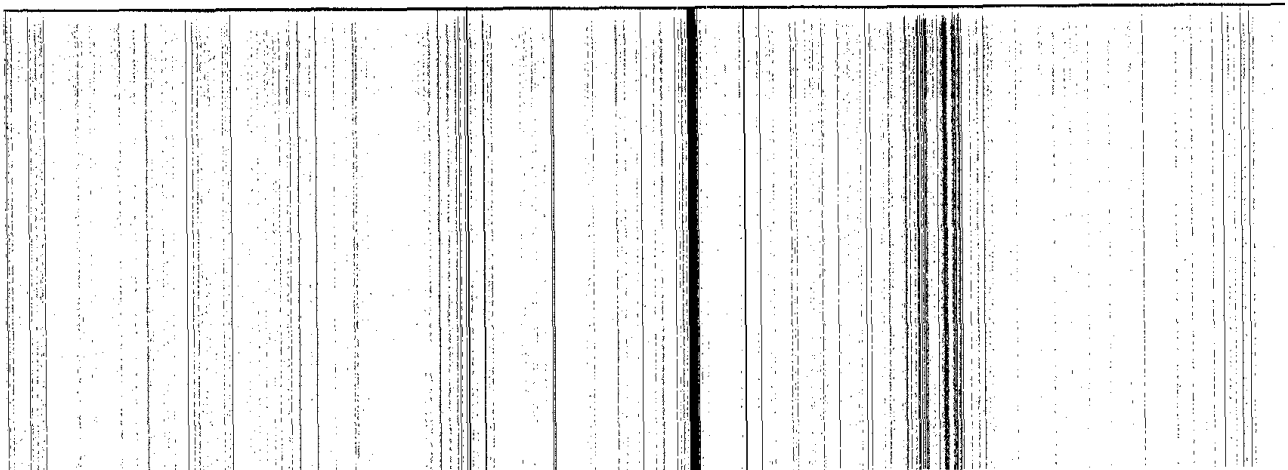
If any owner of any lot within the subdivision, or their grantee, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for the Valley View Homeowners Association or any other person or persons owning any part of the real estate within the subdivision to prosecute 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 the Valley View Estate Homeowners Board of Directors prior to the commencement of any construction in said subdivision. This approval must be given in writing by a majority of the Board of Directors.
2. No other (pertinent) structure, such as trailers, tents, mobile units, double wides, basement houses, garages, moved in houses or barns shall be erected or placed in residential lots for purposes of temporary or permanent quarters or use. Transmitting or receiving antennas or satellite dishes exceeding 30" shall not be allowed.
3. Only single family residences shall be constructed on any lot. No lot shall be used for any commercial purposes.
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 on the main level.
6. For each dwelling there must also be an attached private garage not less than 20 feet by 21 feet in size.
7. 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 in writing by the Valley View Board of Directors.
8. 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 four feet, without written permission of adjoining property owners and the written approval of a majority of the Board of Directors.
9. All approved construction will be complete within twelve months of start of construction. Property damaged by fire, natural disaster or other causes will be repaired and restored within twelve months. Property destroyed will be removed and the lot restored so as not to be hazardous, offensive, or a nuisance. This will be completed as soon as reasonably possible, but no later than six months after the property is destroyed. If said property is not restored or removed and the site placed in a suitable manner in accordance with these Restrictive Covenants, the Valley View homeowners Association and its Board of Directors may take action to bring this and any other Restrictive Covenant into compliance. Cost of the corrective action shall be assessed against the lot(s) and lot owner.
10. All private drives and parking must be hard surfaced.
11. The fronts of all residences must have at least 25% brick or stone.
12. The roofs of all homes shall be covered or replaced with only the following types of roofing materials, hereinafter referred to as "permitted roofing".
 - A. Wood shingles and wood shake shingles.
 - B. Slate, clay tile or concrete shingles.
 - C. Architectural laminated shingles composed of asphalt or fiberglass with a minimum limited warranted or lifetime of 40 years.
 - D. Copper as decorative covering in conjunction with a roof that is primarily covered with permitted roofing materials.
 - E. Metal that is designed for high quality residential roofing construction.

No other form of roofing shall be allowed in connection with any new home or modification including, but not limited to three tabbed shingles and T-lock shingles. If any new roof is constructed in violation of this restriction, the owner may be required by the Board of Directors



to replace the roof with only permitted roofing. It is the intent that any new or replaced roofing maintain an appearance and quality similar to the existing homes.

In order to ensure that all roofing materials proposed to be installed consist of high quality materials which are consistent with the value, character, color and residential quality of the homes and improvements located in this subdivision, all proposed roofing to be used in connection with any home or improvement must be approved in writing by a majority of the Board of Directors prior to any roofing work.

13. All residences must have electric garage door operator.

14. Use of fresh water for conversion to heat or cooling for the home or for use of swimming pools shall be restricted to the individual owners private well. Private wells will not be allowed to be connected into the homeowners water system. Swimming pools will not be allowed to drain into the homeowners sewage system.

15. Propane tanks buried beneath ground level are allowed. No other fuel or flammable material storage facilities are allowed. The main water line installed from the homeowners water system in any newly constructed home will not exceed one inch in diameter.

16. Final grading on any lot that affects drainage is subject to approval by a majority of the Boards of Directors.

17. No noxious or offensive trade, activity, or condition shall be carried on or maintained on any plot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

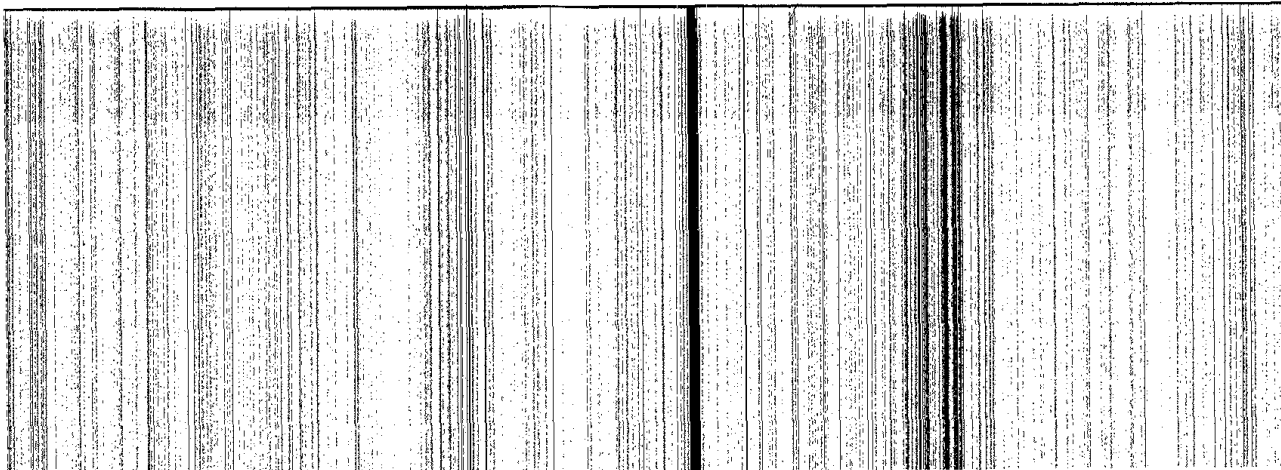
18. All weeds and grass shall be kept to a maximum height of eight (8) inches above ground level. There shall be no accumulation of junk, debris, or offensive materials left on any lot. Further no person shall cause, permit or allow any obnoxious weeds on their property. Owners shall keep their property free from litter or from collecting trash or garbage. If the above-mentioned conditions are not met by the lot owner, the Association may remedy the offense and assess the lot owner the cost for the same.

19. No husbandry or either animals or fowl shall be maintained in said subdivision, provided, however that customary household pets may be kept, except such animals which are vicious or have shown the propensity to be vicious or dangerous. Pets may not run loose and shall be kept on a leash or under control of the owner when outside.

20. Campers, boats, trailers or other forms of equipment must be stored behind the front line of the home or in the garage.

21. All residences must have a solar activated or electrical timer operating yard light.

22. Street parking of vehicles, campers, boats, trailers, equipment or other items will not be allowed on a regular basis. Interim parking not to exceed one week will be allowed if it does not unreasonably affect the flow of traffic.



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 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 association shall assume all expense, liability and ownership of the common water system and sewer systems and all liability and expense related to public streets within the subdivision subject to the right of adjoining residents the use of sewer system at their expense and to the extent there is no adverse effect on the use of the system by owners of lots in the subdivision.

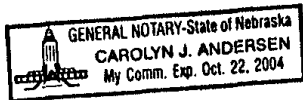
I hereby certify that these covenants have been approved by 75% of the lots represented within the Valley View Homeowners Association and that the Board of Directors has approved and accepted them at a meeting held March 20, 2003.

VALLEY VIEW HOMEOWNERS ASSOCIATION

By: Ronald H. Albrecht
President

STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

Subscribed and sworn to before me this 8th day of May, 2003.



Carolyn J. Andersen
Notary Public

Notary Seal

