

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

VALLEY COUNTRY CLUB ESTATES NO. 1

THIS DECLARATION, made on the date hereinafter set forth by Valley Country Club Estates, Ltd., a Nebraska limited partnership, hereinafter referred to as "Declarant".

WITNESSETH

Whereas, Declarant is the owner of certain property in Douglas County, Nebraska, which is more particularly described as:

Lots 1 thru 11, Valley Country Club Estates No. 1, being a subdivision platting of part of the West 1/2 of Section 25, Township 16 North, Range 9 East of the 6th P.M., Douglas County, Nebraska.

Now Therefore, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest as merely security for the performance of an obligation.

Section 2. "Lot" shall mean and refer to any plot of land shown on the recorded subdivision map of the properties.

ARTICLE II.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained on any lot within the

ARTICLE III.

USE RESTRICTIONS

No lot shall be used except for residential purposes, with the exception of a subdivision sales office. No building shall be erected, altered, placed or permitted to remain on any lot exceeding two stories in height; however, Lots 1 thru 11 inclusive shall be allowed to have a guest house on said property, provided the same is compatible to the main structure. A private garage for not more than three cars is also permitted. No business, business activity, occupation or unlawful activity shall be permitted to be carried on upon said lot or lots. Lot as used herein shall mean a lot as now platted or a parcel of the Property comprised of parts or all of two or more lots as so platted; provided that the parcel so used shall comply with all applicable building codes of the city of Valley.

ARTICLE IV.

LIVING AREA.

In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square footage area of less than 1,000 square feet in the case of a one story structure, nor less than 800 square feet on the ground floor in the case of a one and one half or two story structure, exclusive of porches and garage.

ARTICLE V.

SET BACK.

The Set Backs for all single family dwellings shall be:

(a) Front Yard. There shall be a front yard having a depth of not less than 40 feet measured from the lot line.

(b) Side Yard. There shall be a side yard of not less than 10 feet measured from the lot line, in width on each side of the principal building.

(c) Rear Yard. There shall be a rear yard of not less than 25 feet measured from the rear lot line. Any unattached buildings may not be located within 10 feet of the rear or side lot lines.

ARTICLE VI.

IMPROVEMENTS

ARTICLE VIII.

FENCING

No fencing shall be allowed forward of the main dwelling house without architectural approval as provided by Article II.

On all lots backing against the golf course, no fencing placed on the rear or side boundaries of said lots, constructed of a solid material shall exceed four feet (4') in height. No fencing placed on the rear or side boundaries of said lots backing against the golf course, constructed of an open or mesh material shall exceed six feet (6') in height.

ARTICLE IX.

SCREENING

Any clothes line posts placed on said lots shall be screened from the golf course. Any garbage cans placed outside shall be screened from view and in no event shall any garbage cans be placed on the street for a period exceeding twenty four hours. No cars or trucks in a state of repair or restoration shall be allowed to be placed or remain on said lots unless screened from view.

ARTICLE X.

UTILITY EASEMENTS:

A perpetual license and easement is hereby reserved in favor of and granted to each of Omaha Public Power District, Peoples Natural Gas Company, Cable Television and Northwestern Bell Telephone Company and their respective successors and assigns, to place, install, erect, operate, maintain, repair, replace and renew underground cables, lines and conduits, poles and accessory equipment for the carrying and transmission of electric current, signals and sounds of all kinds, natural gas, telephone, telegraph or other messages, on, over, through, under and across a five (5) foot wide strip of land adjoining all side boundary lot lines; an eight (8) foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land adjoining the rear boundary lines of all exterior lots, provided however, that said side lot easements are granted upon the specific conditions that if either of said utility companies fail to utilize said side lot easements within sixty (60) months of the date hereon, or if any poles, wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this side lot easement shall automatically terminate and become void as to such unused or abandoned easement ways. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when the adjacent land is surveyed, platted and recorded if said sixteen (16) foot easement is not occupied by

for a back up or replacement septic system within the boundaries of Valley Country Club golf course; should a back up or replacement septic system be required. Approval of the location of all septic systems and leaching fields shall be required from Valley Country Club Estates, Ltd., or its designee prior to their installation.

Private septic systems and private water systems shall be required to be discontinued pursuant to that certain Resolution of the City of Valley, Douglas County, Nebraska, dated January 5, 1982, which provides:

- (1) Private septic systems and water wells shall be permitted to serve Lots 1 through 11 as herein identified; provided, that such systems meet all the requirements of the laws of the State of Nebraska and Douglas County, Nebraska.
- (2) Sewer and water users shall be required to discontinue the use of a private water and septic system as follows:
  - (a) The private septic system shall be discontinued by any owner, occupant, or lessee of any of the herein described premises when a sewer main is available within 500 feet of any of the herein described lots.
  - (b) The private water system shall be discontinued by any owner, occupant, or lessee of any of the herein described premises when a water main is available within 500 feet of any of the herein described lots.
- (3) In the event that any owner, occupant or lessee shall neglect, fail, or refuse to discontinue the use of such private systems within ten (10) days after notice has been given to him to so do, by registered mail or by publication in a newspaper in or of general circulation in the county, to make such connection, the governing body of the City of Valley, Douglas County, Nebraska, shall have the power to cause the same to be done and to assess the costs thereof against the property and to collect the assessment thus made in the manner provided for collection of other special taxes or assessments (all as provided by existing ordinances).
- (4) The variances and exception herein provided for shall be set out by the Developers in covenants with the purchasers of the herein described property; and evidence thereof shall be exhibited to the appropriate official of the Municipality at the time of the application for a building permit; and performance of the covenants shall be an additional condition for the issuance of such building permit.

ARTICLE XIII.

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provision which shall remain in full force and effect.

Section 3. Amendment. These covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended by an instrument signed by not less than 75% of the Lots Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 31st day of March, 1982.

VALLEY COUNTRY CLUB ESTATES, LTD.  
A Nebraska Limited Partnership

By: [Signature]  
M. A. CHENEY  
GENERAL MANAGING PARTNER

In the Cou

This is

a proceedin

No .....

Inher .....

in which pr

*18 April*

RECEIVED

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss:

Subscribed and acknowledged before me on this 31st day of March, 1982, by M. A. Cheney, General Managing Partner of Valley Country Club Estates, Ltd., known to me to be the identical person whose name is affixed to the foregoing instrument.

Witness my hand and Notarial Seal the day and year last above written.

[Signature]  
Notary Public

