

200600031

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 4th DAY OF January A.D. 2006
AT 8:18 O'CLOCK P. M AND RECORDED IN BOOK
479 AT PAGE 488-492
COUNTY CLERK Charlotte L. Petersen
DEPUTY James Boardman

AMENDED
DECLARATION
OF

FILED

06 JAN -4 PM 2:18

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

COVENANTS, CONDITIONS AND RESTRICTIONS

COMES NOW McGowan Properties, Inc., the Declarant under a Declaration of Covenants, Conditions and Restrictions, for Clearwater Creek Subdivision Lots 1 through 20 and Outlet "A", which original Declaration was filed and recorded in Book 475 at Pages 100-104 in the Numerical Index at Washington County, Nebraska, and pursuant to the second full paragraph on Page 4, hereby amends the Declaration as follows:

THIS DECLARATION, made on the date hereinafter set forth by McGOWAN PROPERTIES, INC., a Nebraska Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Washington County, Nebraska, more particularly described as:

Lots 1 through 20 and Outlet "A", Clearwater Creek, a Subdivision lying in Section 10, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska.

NOW, THEREFORE, Declarant hereby declares that all of the Lots described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, 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 tracts or any part thereof, their heirs, grantees, transferees, successors and assigns, to-wit:

- 1. Any and all lots shall be known and designated as residential building lots. Farming of any nature for commercial purposes shall not be permitted. No swine, goats, poultry, or split-hoofed animal shall be kept or maintained on any of the lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two and one-half stories in height and other out-buildings incidental to residential use of the lot. One-story dwellings will contain not less than 1800 square feet of living area excluding garage and basement. Multi-story and split level dwellings shall contain

Recorded _____
General _____
Numerical _____
Photostat _____
Printed _____

not less than 2400 square feet of living area excluding garage and basement. No flat or mansard roof shall be permitted on any building. Each structure must be completed within one year from the date that the building permit for it is issued. Only stick built homes on site will be allowed. No mobile homes, modular homes or prefabricated homes shall be permitted at any time. All improvements must be approved by Declarant as follows:

- (a) A lot owner desiring to erect an improvement on such lot shall submit construction plans to Declarant.
- (b) Construction of any Improvement must be completed within one (1) year after the date of commencement of excavation or construction of the Improvement.
- (c) The decision to approve or disapprove a proposed Improvement shall be exercised by Declarant in Declarant's absolute and sole discretion.
- (d) Written notice of any approval or disapproval of a proposed Improvement shall be mailed to the lot owner at the address specified by such lot owner upon submission of the plans. If written notice is not mailed within thirty (30) days after submission of the plans, the proposed Improvement shall be deemed approved by Declarant.
- (e) All residences shall be constructed with a built-in, back facing or side facing garage, for a minimum of two automobiles. Front load garages are acceptable with pre-approval from Declarant if position of house or lay of the land only permits front load garage. Detached garages will be allowed only upon the prior written approval of Declarant.

All accessory buildings such as storage sheds, barns, carports, detached garages and other buildings shall be of neat construction and of such character as to enhance the value of the property. All accessory buildings shall be enclosed, with sidewalls not exceeding twelve feet (12') in height and shall be constructed with the same roofing and siding material as the residential structure or a metal outbuilding with overhang, unless otherwise approved in writing by Declarant.

All fences erected and installed on any lot shall be constructed of wood, approved vinyl, or other material approved by Declarant.

No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, tractors, maintenance equipment, snowmobile or other self-propelled vehicles (collectively, a "Vehicle") shall be stored or parked outside of an enclosed garage for more than thirty (30) days within a calendar year. All assembly, disassembly or general service work on any Vehicle must be done in the garage.

No residential building lot shall be re-subdivided.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done therein which may be, or become, an annoyance or nuisance to the other lots.

Lots 1, 2, 3 and 4 must maintain a minimum of ten feet (10') of tree line located at the rear of the property running east and west.

All driveways must be concrete or asphalt for the first twenty-five feet (25') from the thoroughfare.

A minimum of twenty-five percent (25%) brick or stone is required on the front of all conventional style houses.

No structure of temporary character, tent, shack, trailer, motor home, barn or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently, and no structure previously used shall be moved onto any lot.

No trash, junk cars, or other refuse may be thrown, dumped or stored on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition and all refuse must be hauled away for disposal. No trash or garbage containers shall be visible from the roads. No garbage or trash container or fuel tank shall be permitted to remain outside of a dwelling unless completely screened from view, except for pickup purposes.

Septic tanks must conform to minimum State Health Department regulations and shall be constructed in accordance with the recommendations called for as a result of a percolation test. It shall be the responsibility of the owner of the lot to contact the appropriate governing agency to request and receive approval of such system prior to its construction.

No outside radio or television antennas or satellite dishes exceeding eighteen inches (18") in diameter, may be erected on any lot or portion thereof.

Declarant shall have the right, should it become necessary, to enter upon any lot in which a completed residence has not yet been constructed for the purpose of mowing and maintaining any such lot without being classified as a trespasser; provided however, that the owner of the lot shall pay any reasonable expense actually incurred on this account.

At or before the time Developer sells fifty percent (50%) of the lots, Developer will form a property owner's non-profit corporation ("Association") under the laws of the State of Nebraska for the purpose of providing (i) for the maintenance, repair, and improvement of the streets and roadways within the development, (ii) for the

maintenance, repair, and improvement of the Surface Drainage Improvements with the development, and (iii) maintenance and insurance of green space.

Upon formation of such Association, the developer shall transfer, convey, and assign all of its interest in the Streets and Roadways, and Surface Drainage Improvements to such Association.

The Streets and Roadways and Surface Drainage Improvements are presently dedicated to the public and have not been accepted by any governmental entity. The Association shall forever have the sole responsibility, and at its cost, to repair and maintain all Streets and Roadways and Surface Drainage Improvements within the development, and to hold the public, the State of Nebraska, or any of its political entity harmless from the same.

The Association shall purchase and provide liability insurance for the Association and for its members with respect to the Streets and Roadways and Surface Drainage Improvements only; the liability insurance for the protection of the owners of any lot being the responsibility of each owner.

The Association shall, on an annual basis, project the cost and expense (i) anticipates will be incurred to perform the duties and obligations of the Association under these Covenants and under its Articles of Incorporation and By-Laws. Such projected costs shall be assessed equally against all lots in the development.

In addition to the Covenants set forth herein, all above-described lots shall be subject to all applicable zoning ordinances, rules and regulations of Washington County, Nebraska, and any other political subdivision, governmental or quasi-governmental entities having jurisdiction over these lots.

The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said Covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarants, or any persons, firm, corporation, partnership, or entity designated in writing by the Declarants, in any manner it shall determine in its full and absolute discretion, for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

If any owner of a lot, their heirs or assigns, shall violate any of the Covenants herein, it shall be lawful for any other person or persons owning any other tract to prosecute any violation or attempting to violate any such Covenant to either prevent him or them from committing such violation or attempting to commit such violation or to recover damages for such violation.

Invalidation of any of the provisions 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.

IN WITNESS WHEREOF, undersigned, being the Declarant herein, has caused this instrument to be executed.

Dated: January 4, 2006.

McGOWAN PROPERTIES, INC., A
Nebraska Corporation

By John M. McGowan
John M. McGowan, President

STATE OF NEBRASKA)
) :ss:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me on January 4, 2006, by John M. McGowan, President of McGowan Properties, Inc., a Nebraska Corporation, with authority and on behalf of the Corporation.



Kay Martin
Notary Public