

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2007-30593

2007 OCT -5 P 1:50 PM

Shawn J. Lawrence
REGISTER OF DEEDS

COUNTER	<u>1</u>	REC'D	<u>10</u>
VERIFY	<u>P</u>	D.E.	<u>10</u>
PROOF	<u>P</u>		
FEES \$	<u>23.50</u>		
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**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SHERBROOKE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA**

THIS FIRST AMENDMENT TO DECLARATION made on the date hereinafter set forth, by Giles Corner, Inc., a Nebraska corporation ("Declarant").

PRELIMINARY STATEMENT

WHEREAS, the Declarant is the owner of the following described real property: Lots 1, 3, 4, 5, 6, 7, and 8, which have been divided, in Sherbrooke, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, the Declarant has filed an original Declaration of Covenants, Conditions, and Restrictions for the affected lots on January 29, 2007 under Instrument Number 2007-02775; and

WHEREAS the Declarant wishes to amend the entire document.

NOW, THEREFORE, the Declarant hereby declares that said Lots shall be held, sold, and conveyed subject to the following amended restriction:

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SHERBROOKE, A SUBDIVISION
IN SARPY COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth by Giles Corner, Inc., hereinafter referred to as the "Declarant".

WITNESETH:

WHEREAS, the Declarant is the owner of the following described real property: lots 1, 3, 4, 5, 6, 7, and 8, which have been divided, in Sherbrooke, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska; and

WHEREAS, the lots have been zoned RE2 (lots 1 and 8) and AGR (lots 2 through 7) and are available for single family use; and

WHEREAS the Declarant will convey said Lots subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that all of the said Lots described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said Lots. These easements, covenants, restrictions, and conditions shall run with said real property, and shall be binding upon all parties having or acquiring any right, title, or interest in the above-described Lots, or any part thereof, and they shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

- A. "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 merely as security for the performance of an obligation.
- B. "Properties" shall mean and refer to all such properties that are subject to this Declaration and any supplemental Declaration under the provisions hereof, which shall initially consist of Lots 1 through 8, inclusive, of Sherbrooke, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska.

RECORDER NOTE
Check date
in Notary Acknowledgment
10-5-07/pc

Reh
Giles Corner Inc
16255 Woodland Dr
Omaha, NE 68136

- C. "Lot" shall mean and refer to any one of Lots 1 through 8, inclusive, in Sherbrooke, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska.
- D. "Declarant" shall mean and refer to Sherbrooke, Inc., its successors and assigns.
- E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors, or assigns.

ARTICLE II ARCHITECTURAL CONTROL

- A. No dwelling, outbuilding, fence, wall, driveway, swimming pool, flag pole, solar heating / cooling devices, or other external improvement, above or below ground, shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot without express written prior approval of the Declarant through its Architectural Control Committee. All improvements requiring building permits shall be built according to the applicable city or county building codes and only after the necessary permits are issued.
- B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design, and location in relation to surroundings, topography, location within the lot boundary lines, quality of the construction, and size & suitability for residential purposes as part of its review procedure. The Architectural Control Committee specifically reserves the right to deny permission to construct or place dwellings which it determines will not conform to the general character, plan, and outline for the development of the Properties.
- C. Documents submitted for approval shall be clear, concise, complete, consistent, and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate, and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials, and / or drawings:
- a. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage, and sidewalks.
 - b. Complete construction plans including, but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, and exterior elevations clearly indicating flues or chimneys, types and extent of siding, roofing, other faces, and / or veneer materials.
- D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as an Architectural Control Committee approval.

ARTICLE III RESTRICTIONS FOR RESIDENTIAL DWELLINGS

- A. Single Family Lots. Lots 1 through 8, inclusive, shall be subject to the following restrictions.
- a. The lots shall be used only for residential purposes, and no lot shall contain more than one (1) single family unit.
 - b. All buildings on said lots shall comply, at a minimum, with the set back requirements of the Zoning Code of the County of Sarpy as the same may be amended from time to time. All placements of buildings and external improvements on said lots shall also meet written approval by the Architectural Control Committee prior to the start of construction; the Architectural Control Committee may require setbacks more restrictive than required by the current Zoning Code.
- B. General Restrictions. All dwelling units described above shall comply with the following restrictions.
- a. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick, stone, or other material approved by the Architectural Control Committee.
 - b. All fences to be approved by the Architectural Control Committee prior to construction.
 - c. No structure of a temporary character shall be erected on any Lot, or used as a residence, temporarily or permanently.
 - d. No dwelling shall be moved from outside of the Properties onto any of said Lots unless approved in writing by the Declarant.
 - e. Each dwelling unit shall have a driveway composed of concrete or brick not less than 300 sq ft and 20'0" in width attached to garage. Drive extending between the street and concrete or brick pad shall be not less than twelve (12) feet in width and composed from materials approved by Architectural Control Committee.

B

- f. Maintenance of the road connecting lots 1-8, inclusive, is the responsibility of the lot owners; all costs associated with road maintenance shall be shared equally among the lot owners. Maintenance shall include, but is not limited to, snow removal and grading. Any party causing damage to said road through negligence on the part of the party themselves or others for them or on their behalf shall be wholly responsible for any such damage resulting from any such negligence. Road may be hard surfaced only after the sale of all lots by the Declarant. In the event all of the owners of tracts of land herein described agree the road should be hard surfaced, said road shall be hard surfaced and the costs shall be shared equally by the owners of all of the tracts hereinabove described.
- g. The Declarant has created a water drainage plan by grading the Properties. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.
- h. All Lots shall be kept free of rubbish, debris, merchandise, and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any waste materials, and Lots shall be maintained level and smooth enough for machine mowing. Nothing herein contained shall prohibit Declarant from utilizing lots within the properties for placement of usable building materials, equipment, or earth for reasonable periods of time in anticipation of construction commencement on such properties.
- i. No objectionable, unlawful, noxious, or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration, and radiation. No Lot shall be used in whole or in part for the storage of any property or thing which will cause the land to appear in an unclean or untidy condition, obnoxious to the eye. No substance or material shall be kept upon the land which will emit a foul or obnoxious odor or cause any noise which will or might disturb the peace, quiet, comfort, or serenity of the occupants of the neighborhood.
- j. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.
- k. No advertising signs or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" and "Sold" signs not exceeding twenty-four (24) inches by thirty-six (36) inches in size shall be permitted and, provided further, that such restriction as to sign size shall not apply to signs erected by the Declarant or his agents in the development of Sherbrooke.
- l. No antenna of any kind or nature, except satellite dishes, shall be allowed on the Lots except that if they are inside the dwellings or otherwise completely concealed from view from all other Lots.
- m. No incinerator or trash burner shall be permitted on any Lot. All trash and garbage shall be contained and enclosed in metal or plastic containers. No garbage / trash container or fuel tank shall be permitted to remain outside of a dwelling unless completely screened from view, except for pickup purposes. Nor garden, lawn, or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of a dwelling except when in actual use.
- n. No lot shall be subdivided.
- o. All power and telephone service wires shall be buried underground.
- p. All roofing materials shall be heritage shingles or a similar style shingle approved in writing by Declarant.
- q. Each lot owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of all lawfully constituted authorities in the use and ownership of such Lot.
- r. No garden shall be grown upon the portion of any Lot nearer to the street than provided for minimum building setback lines unless approved by Declarant. Suitable grown cover shall be maintained on portions of a Lot not formally landscaped in such manner as to prevent erosion by wind or water; all ground cover shall be regularly mowed to a height of not more than twelve (12) inches unless agricultural crop or otherwise approved in writing by Declarant. Each Lot owner shall take necessary steps to control noxious weeds on such Lot.
- s. No dog run shall be constructed unless placed in the rear yard, and the rear yard shall be shielded from view of neighboring lots by privacy fencing not less than 6 feet in height.
- t. All animals maintained on a Lot shall be kept in accordance with the requirements of Nebraska law and applicable zoning ordinances of Sarpy County, Nebraska. The Declarant may, at the Declarant's sole discretion, require any animals kept and maintained on a Lot be penned in a manner satisfactory to the Declarant at the expense of the owner of such Lot. All fencing must be kept in good workable condition and not allowed to deteriorate or look shabby. All animals maintained on a Lot shall be located to the rear of the residence. All structures used for the housing and maintenance of animals as well as any areas where animals are maintained or kept shall be maintained at all times in a clean, neat, and orderly manner by the owner of the Lot.

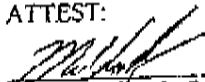
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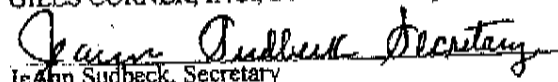
C. Accessory Buildings. Any permanent detached structure planned for erection shall be allowed only pursuant to these Covenants and the existing building codes for the applicable governmental subdivision. Plans and approval for same shall be subject to the architectural control provisions contained within the Covenants. In no event shall construction of such detached structure commence until dwelling unit construction has passed inspection by the local governing body, unless construction is done by the builder in conjunction with the dwelling unit, and approval is provided by the Architectural Control Committee. In all events, construction of such detached structure shall be completed within one hundred twenty (120) days of commencement.

**ARTICLE IV
GENERAL PROVISIONS**

- A. The Declarant, or its assigns, or any Owner of a Lot named herein, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of the Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or 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.
- B. The covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. At the end of such twenty-five (25) year period, these Covenants shall automatically renew for ten (10) year intervals unless more than fifty (50) percent of the then property owners vote to terminate this declaration. This declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, 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.
- C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 10th day of October, 2007.
ATTEST:


Melvin Sudbeck, President

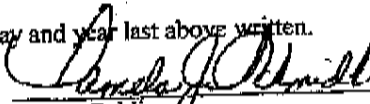
GILES CORNER, INC., a Nebraska Corporation

JeAnn Sudbeck, Secretary

STATE OF NEBRASKA
COUNTY OF SARASOTA

On this 10th day of October, 2007, before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Melvin J. Sudbeck, personally known by me to be the President of Giles Corner, Inc., and JeAnn Sudbeck, personally known by me to be the Secretary of said corporation, and the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

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

Return to:
Giles Corner, Inc.
16255 Woodland Drive
Omaha, NE 68136


Notary Public

