

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR ANTLER COUNTRY
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

Preamble

1. These Covenants shall apply to Lots One (1) through Seventy-Four (74) inclusive, all in Antler Country, a Subdivision in Douglas County, Nebraska.

2. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions by the undersigned.

Residential Area Covenants

1. No lot shall be used except for residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, and a private garage for not more than three cars.

2. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,250 square feet in the case of a one-story structure, nor ground floor square foot area of less than 1,100 square feet in the case of a one and one-half story structure or a two-story structure exclusive of porches and garages, breezeway and finished basement.

3. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to front lot line, or nearer than 17.5 feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to rear lot line and twenty (20) feet for a corner lot. For the purposes of this Covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. The average square footage for all lots within any one block shall be not less than 10,000 square feet with a lot minimum of 7,500 square feet, and each lot shall have a width of not less than seventy two feet at the median building set back line.

5. An easement of five feet wide is hereby reserved on, over and under all rear and side lot lines for utility installations and maintenance. No permanent building or tree shall be placed in said easements or any existing easement on said subdivision, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with aforesaid uses or rights herein reserved. The restriction against building upon utility easements within five feet of side lot line shall apply only to the outside lot lines where an owner owns two or more contiguous lots and uses an area greater than one lot for a single building site.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris and tended in such a way that their appearance is not objectionable to the surroundings. Should the owner fail to maintain the premises, the subdivider, so long as he retains an interest in this addition, shall have the right to enter upon the premises for the purposes of cutting and destroying weeds and undergrowth.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used on any lot at any time as a residence either temporarily or permanently.

8. Dwellings, constructed in another addition or locations shall not be moved to any lot within this addition.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

10. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that part of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

11. Any dwelling shall be completed on the exterior at least within nine months after commencement of construction of any building or structure of any type. All buildings shall be finished and painted or stained on the outside, unless they are constructed of stone or brick.

12. Each dwelling shall have a basement equal in size to the main floor area of the dwelling and the area of any garage built under the house may be included in complying with such requirement. Each dwelling unit shall have a paved driveway extending between street and garage of not less than ten feet in width.

13. All lots shall have a sidewalk with a minimum width of four feet constructed four feet from the curb parallel to the front lot line of Portland cement or other approved materials, and said walk shall be installed at the same time the dwelling is constructed.

14. Each dwelling shall have not less than one attached garage nor more than three. A garage erected under the house shall qualify as an attached garage.

15. No fences shall be erected greater than five (5) feet in height and in no case shall be erected within thirty-five (35) feet of the front property line of any lot.

16. (A) No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Gottsch Feeding Corporation, or its assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot and proposed finished grades; provided that Gottsch Feeding Corporation specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision.

(B) The approval or disapproval of the undersigned Gottsch Feeding Corporation or its assigns as required by these covenants shall be in writing. Failure of Gottsch Feeding Corporation or its assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

General Provisions

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots in Antler Country, has been recorded, agreeing to change said Covenants in whole or in part.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages. The right to enforce these covenants is hereby specifically given to any owner of property located within the subdivision described hereof or any resident or property owner located within the official city limits of the City of Elkhorn.

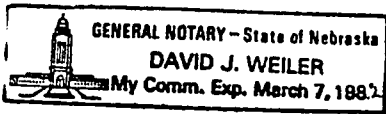
3. Invalidation of any one of these Covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

DATED April 4th, 1978

GOTTSCH FEEDING CORPORATION,
A Nebraska Corporation

STATE OF NEBRASKA
COUNTY OF DOUGLAS ss.

On this 4th day of April, A.D. 1978, before me David J. Weiler, By: Robert L. Gottsch
a Notary Public in and for said Douglas Vice-President
county, personally came Robert L. Gottsch



David J. Weiler

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