

#172

PROTECTIVE COVENANTS

FOR

WESTFIELD SUBDIVISION  
A Subdivision in Cass County, Nebraska

COMPARED

THIS DECLARATION, made this 23<sup>rd</sup> day of February,  
1977, by Benjamin Kirschenman and Delphine R. M. Kirschenman,  
husband and wife, hereinafter called the Declarant,

WITNESSETH:

WHEREAS, Declarant is the owner of the real property des-  
cribed in Paragraph I of this Declaration, and is desirous of  
subjecting the real property described in said Paragraph I to the  
restrictions, covenants, reservations, easements, liens and charges  
hereinafter set forth, each and all of which is and are for the  
benefit of said property and for each owner thereof, and shall inure  
to the benefit of and pass with said property, and each and every  
parcel thereof, and shall apply to and bind the successors in  
interest, and any owner thereof;

NOW THEREFORE, Declarant hereby declares that the real pro-  
perty described in and referred to in Paragraph I hereof is, and  
shall be, held, transferred, sold and conveyed subject to the  
conditions, restrictions, covenants, reservations, easements,  
liens and charges hereinafter set forth.

Definition of Terms

"Building Site" shall mean any lot, or portion thereof, or  
any two or more contiguous lots, or a parcel of land of record and  
in a single ownership and upon which a dwelling may be erected in  
conformance with the requirements of these covenants.

FILED FOR RECORD 2-23-1977 A.T. M. IN BOOK 19 OF THE  
REGISTER OF DEEDS, CASS CO., NEBR.  
PAGE 242  
Betty Johnson

Property Subject to This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Cass, State of Nebraska, and is more particularly described as follows, to-wit:

Lots 1 to 14, inclusive, Westfield Subdivision, being a platting of a part of West Half ( $W\frac{1}{2}$ ) of Northwest Quarter ( $NW\frac{1}{4}$ ) of Northeast Quarter ( $NE\frac{1}{4}$ ) of Section 14, and the South 13.95' of the West 482.0' of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Southeast Quarter ( $SE\frac{1}{4}$ ) of Section 11, all in Township 12 North, Range 13 East of the 6th P. M.

No other property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

II

General Purposes of Conditions

The real property described in Paragraph I hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites, to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

A. All building sites in the tract shall be known and described as residential building sites. No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest house, and other structures such as, but not limited to, a doghouse, or shelter for horses or other family pets incidental to residential use of the premises.

B. No building shall be located on any building site less than 25 feet from the front lot line, or county road or right of way line, if applicable, for all sites covered by these covenants, and no less than 15 feet from any side lot line, or 5 feet from any building on the same site, except a detached garage or other outbuilding located in the rear yard may be placed 15 feet from the side line. No structure shall be so located as to reduce the rear yard of the plot on which it is located to less than 30 feet.

C. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1200 square feet in the case of a one-story structure or less than 1500 square feet in the case of a one and one-half, two, or two and one-half story structure.

D. No trailer, with or without wheels, basement, shack, garage, barn, or other outbuilding other than guest houses erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

E. The maintenance or storage of a mobile home, motor home, or travel trailer, either with or without wheels, or any boat or a boat trailer, on any parcel of property covered by these covenants is permitted only if housed completely within a structure which meets or exceeds any and all building code requirements of the City of Plattsmouth, and the County of Cass, now in effect or hereafter adopted.

F. No noxious, offensive, or commercial, trade or activity, shall be carried on upon any building site nor shall anything

be done thereon which may be or become an annoyance or nuisance to the neighborhood.

G. No trucks and no commercial type vehicles shall be stored or parked on any building site lot except while parked in a closed garage nor parked on any residential street or private drive in the subdivision except while engaged in transporting to or from a residence in the subdivision.

H. No commercial sign or other advertising in excess of 12 square feet may be placed on any lot nor shall any sign or advertising be placed on any lot for a period in excess of 180 days. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

I. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, or clay shall be excavated or removed from any property for commercial purposes.

J. None of the platted lots shall at any time be subdivided into tracts of less than .95 acres and any subdivision shall be in accordance with the subdivision regulation of the City of Plattsburgh and the County of Cass.

K. Easements: Easements and rights-of-ways are hereby expressly reserved for the creation, construction, and maintenance of utilities such as gas, water, telephone, telegraph, electricity, sewers, storm drains, public, quasi-public, and private, as well as for any public, private, or quasi-public utility or function deemed necessary or expedient for public health and welfare. Such easements and rights-of-ways shall be confined to front and rear 10 feet of every building site and 10 feet along the side of every building site and along every street if any, of the subdivision.

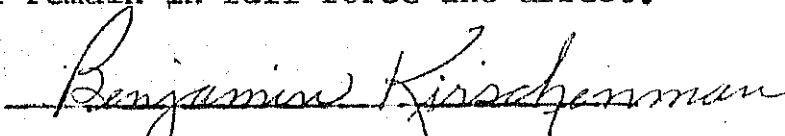
L. When the construction of any building or structure is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time.

M. For the purpose of further insuring the development of the lands so platted as an area of high standards, all buildings, structures, and other improvements placed on each lot shall meet or exceed any and all building code requirements of the City of Plattsmouth, and the County of Cass, now in effect or hereafter adopted.

N. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

O. If the owners of such lots, the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract 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.

P. For a violation or a breach of any of the Reservations and Restrictions by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any Court of competent jurisdiction in no wise shall affect any of the other Reservations and Restrictions, but they shall remain in full force and affect.

  
Benjamin Kirschenman

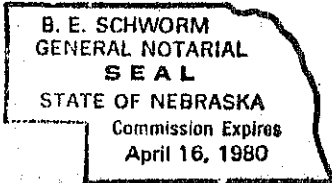
  
Delphine R. M. Kirschenman

#112

STATE OF NEBRASKA )  
                          ) ss.  
County of Cass     )

On this 23<sup>rd</sup> day of February, 1977, before me, the undersigned, a Notary Public, personally came Benjamin Kirschenman and Delphine R.M. Kirschenman, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

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



B. E. Schworm  
Notary Public

WAIVER OF AMENDED PROTECTIVE COVENANT

The undersigned, being the sole owners of Lots 1 through 14 inclusive, Westfield Subdivision, Cass County, Nebraska, do hereby waive, as to the proposed residence to be constructed by Robert Brookhouser and Peggy J. Brookhouser on Lot 8 Westfield Subdivision, the provisions of Paragraph II c of the Amended Protective Covenants effecting such Lot 8.

This waiver is granted solely to allow the proposed residence to be constructed with a floor area of not less than 1032 square feet, and shall pertain only to present construction on Lot 8 only.

This waiver is personal to the aforesaid Robert Brookhouser and Peggy J. Brookhouser and does not, except as herein stated, amend or repeal any of the existing and effective Protective Covenants for Westfield Subdivision.

This waiver is subject to the further condition that the residence construction shall commence prior to 1 August, 1986; and failing thereof, this waiver shall terminate.

Owners of Record:

Lot No.

<u>John C. Oster</u>	<u>11 &amp; 12</u>
<u>David L. Oster</u>	<u>11 &amp; 12</u>
<u>Cynthia M. Camden</u>	<u>5</u>
<u>Edward Camden</u>	<u>5</u>
<u>Lucy J. Bauman</u>	<u>1+2</u>
<u>Mary K. Bauman</u>	<u>1+2</u>
<u>Thomas Osterstein</u>	<u>6</u>
<u>Melanie Osterstein</u>	<u>6</u>
<u>Jenni A. Smith</u>	<u>13 &amp; 14</u>
<u>Sharon K. Smith</u>	<u>13 &amp; 14</u>
<u>Connie J. Leibart</u>	<u>4</u>
<u>Clara Leibart</u>	<u>4</u>
<u>James J. Flott</u>	<u>3</u>
<u>Kimberly A. Flott</u>	<u>3</u>

FILED FOR RECORD 6-10-86 AT 2:10 P.M. IN BOOK 33 OF Maple  
 REGISTER OF DEEDS, CASS CO., NEBR.  
 PAGE 415  
Elvira Philpott  
 Dr # 145  
 \$ 77.00

COMPARED

Owners of Record

Lot No.

Clara L. Brown  
Paul E. L.  
Bryant J. Schenker  
Rosa Kischenman

10  
10  
07, 08 & 09  
07, 08 & 09

STATE OF NEBRASKA )  
 ) SS  
 COUNTY OF CASS )

The foregoing instrument was acknowledged before me on

16 May, 1986, by John C. & Diane L. Ostrander.

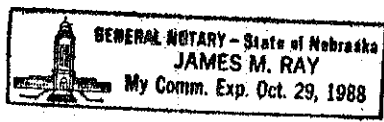


Mary Jane Beins  
 NOTARY PUBLIC

STATE OF NEBRASKA )  
 ) SS  
 COUNTY OF CASS )

The foregoing instrument was acknowledged before me on

17 May, 1986, by Cynthia M. and Edward Camden

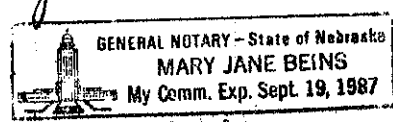


James M. Ray  
 NOTARY PUBLIC

STATE OF NEBRASKA )  
 ) SS  
 COUNTY OF CASS )

The foregoing instrument was acknowledged before me on

17 May, 1986, by Jerry J. & Mary K. Bauman.

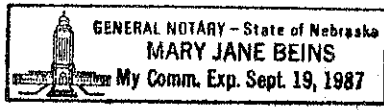


Mary Jane Beins  
 NOTARY PUBLIC

STATE OF NEBRASKA )  
 ) SS  
 COUNTY OF CASS )

The foregoing instrument was acknowledged before me on

18 May, 1986, by Thomas & Melanie Otterstein



Mary Jane Beins  
 NOTARY PUBLIC