

83-440

BOOK 564 PAGE 685

PROTECTIVE COVENANTS

Advance Builders, Inc., a Nebraska corporation, and Charles G. Smith, Trustee, owners of all of the real estate contained in Ramblewood Replat II, a Subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded and as described as follows:

Lots 331 thru 344, inclusive;  
Lots 347 thru 349, inclusive;  
Lots 362 thru 378, inclusive;  
Lots 386 thru 388, inclusive;  
Lots 393 thru 421, inclusive;  
Lots 423 thru 433, inclusive;  
Lots 436 thru 506, inclusive.  
Being a Replat of Lots 331 thru 344, inclusive;  
Lots 347 thru 349, inclusive; Lots 362 thru  
378, inclusive; Lots 386 thru 388,  
inclusive; Lots 393 thru 421, inclusive;  
Lots 423 thru 433, inclusive; Lots 436  
thru 456, inclusive; Ramblewood Replat as  
Surveyed, Platted and Recorded, Together  
with Lots 19 and 20, Lots 54 thru 65, inclusive,  
Lots 235 thru 238, inclusive; Lots 253 thru  
264 inclusive; Lots 304 thru 320, inclusive;  
Lots 323 thru 325, inclusive Ramblewood as  
Surveyed, Platted and Recorded in Douglas  
County, Nebraska.

do hereby state, publish and declare that said real estate be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements:

1. All lots described herein except as noted hereafter shall be known, described and used solely as residential lots and no structures shall be erected on any residential lot other than one detached single-family dwelling, not to exceed two stories in height, excepting only public and parochial schools and publicly owned and operated buildings and facilities such as community centers, auditoriums, libraries, museums and fire stations.

2. No building shall be erected in any building lot nearer than 30 feet to the front lot line nor nearer than 5 feet to any side line, except that on corner lots no building shall be erected nearer than 10 feet to the side street line. These

BOOK 564 PAGE 685

covenants shall not be construed to permit violation of any of the setback ordinance requirements of the City of Elkhorn Douglas County, Nebraska.

3. No residential lot shall be resubdivided into a building plot of less than 6,000 square feet of area or a width of less than 60 feet at the building line and any resubdivided lot shall be limited to a one-family dwelling.

4. 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.

5. The owner 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 purpose of cutting and destroying weeds, and undergrowth.

6. The minimum square foot finished living space area on the main floor for all houses, excepting two-story houses, exclusive of garages, porches, breezeways and finished basements shall not be less than the following:

(a) On Lots 365 through 369, inclusive; on Lots 436 through 458 inclusive; on Lots 473 through 479 inclusive; 482 through 488 inclusive; One Thousand One Hundred and Fifty (1,150) square feet.

(b) On Lots 332 through 337 inclusive; on Lots 386 through 388 inclusive; on Lots 393 through 416 inclusive; on Lots 489 through 501 inclusive and on Lot 506, One Thousand (1,000) square feet.

(c) On Lots 338 through 344 inclusive; on Lots 347 through 349 inclusive; on Lots 362 through 364 inclusive; on Lots 370 through 378 inclusive; on Lots 417 through 421 inclusive; on Lots 423 through 433 inclusive; on Lots 459 through 472; One Thousand and Fifty (1,050) square feet.

(d) On Lots 331, 480, 481 and Lots 502 through 505, inclusive, One Thousand Two Hundred (1,200) square feet.

(e) Two-story dwelling shall have a ground floor space exclusive of garages, breezeways and finished basements of Seven Hundred (700) square feet. All other structures shall be in the rear of the dwelling house, shall be sightly, neat, and of a character to enhance the value of the property.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structures of a temporary character be built or used as a residence.

8. Any dwelling shall be completed on the exterior at least within six 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.

9. No noxious or offensive or annoying activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

10. No part of any lot or any improvement erected thereon shall be used for the raising of poultry, housing of cows, horses, nor shall any livestock be quartered, except for the keeping of domesticated pets such as cats, dogs and household birds, provided they are not kept, bred or maintained for any commercial purpose.

11. No purchaser, owner, or occupant of any of the said lots in this addition shall make or authorize to be made any cuts in the

BOOK 564 PAGE 688

streets for the purpose of making connection with any facilities for utilities or for any other purpose except where approval in writing has been granted by the subdivider or his agent, successor, heir or assigns.

12. No structure may be erected unless provision is made for a minimum of two off-street parking spaces for each dwelling. Each dwelling unit shall have a paved driveway extending between the street and dwelling of not less than ten feet in width. In addition, all lots shall have a sidewalk constructed immediately adjacent to the front lot line of each lot a minimum of three (3) feet wide to be constructed of Portland Cement or other approved materials.

13. No fences, walls, trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view of street intersections sufficient for the safety of pedestrians and vehicles.

14. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn-out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobiles, junk piles, or storage of any kind of junk or waste material.

15. These covenants shall run with the land and be binding upon all persons for a period of Thirty-Five (35) years from the date hereof.

16. 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, or any resident or property owner located within the official city limits of the City of Elkhorn.

17. Each dwelling constructed pursuant to these covenants shall have a basement equal in size to the main floor area of the dwelling. For the purposes of this paragraph, however, the term

"basement" shall include garages of garage-under dwellings. Also for the purposes of this paragraph the term "main floor" shall not include dwelling areas devoted to cantilever overhangs or slab on grade additions to main dwellings whether such additions are built concurrent in time with the main dwelling or at a later date. It is the purpose and intent of this paragraph to forbid construction of dwelling houses partially with full basement areas and partially with "crawl spaces".

18. Each of the provisions hereof is severable and separable, and invalidation of any such covenants by judgment or court order shall not affect any other of the provisions hereof which shall remain in full force and effect.

19. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs, successors and assigns, and to their grantees; both immediate and remote and their heirs, devisees, personal representatives, successors, assigns and grantees and further to each owner of property.

20. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned or any future property owner of Ramblewood or any resident of the City of Elkhorn, Nebraska any liability, obligation or requirement to enforce these covenants.

IN WITNESS WHEREOF, we have executed this instrument at Elkhorn, Douglas County, Nebraska this 12<sup>TH</sup> day of MAY, 1976.

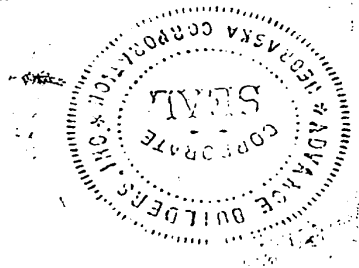
ADVANCE BUILDERS, INC.

By [Signature] PRES.

[Signature]  
CHARLES G. SMITH, TRUSTEE

ATTEST:

[Signature]  
Secretary



BOOK 564 PAGE 690

STATE OF NEBRASKA)  
 ) SS.  
 COUNTY OF DOUGLAS)

Now on this 12TH day of MAY, 1976, before me, a Notary Public, duly commissioned in and for the County of Douglas, personally came Charles G. Smith, Trustee, and JOHN T. Smith, of Advance Builders, Inc., a Nebraska corporation, known to me to be the identical persons who subscribed their names to the foregoing Protective Covenants, and they acknowledged the same to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.



BARBARA S. WILSON  
 GENERAL NOTARY - State of Nebr.  
 My Commission Expires  
 February 1, 1977

Barbara S. Wilson  
 Notary Public

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RECEIVED

MAY 14 PM 1:33

RECORDED  
 DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA

Douglas County

Filed in Numerical Index and filed  
 for record in the office of the Register of  
 Deeds of this county and recorded in

Book 564 of Plat  
 Page 685

Register of Deeds

By \_\_\_\_\_ Deputy

MAIL Advance Builders Inc

8425 Buchanan / per

N 83-440 C.H. G.

Compared Fee \$5.00

83  
 4.40