

PROTECTIVE COVENANTS

Charles G. Smith and Nellie M. Smith, owners of the following described real estate contained in Ramblewood^{REPLAT 66-2 NW}, a Subdivision in Douglas County, Nebraska, to-wit:

Lots 331 thru 456, inclusive, the same being a replatting of Lots 21 thru 28, inclusive; Lots 66 thru 73, inclusive; Lots 111 thru 123, inclusive; Lots 126 thru 137, inclusive; Lots 194 thru 220, inclusive; Lots 226 thru 234, inclusive; Lots 239 thru 252, inclusive; Lots 265 thru 277, inclusive; Lots 281 thru 303, inclusive; and Lots 321 and 322, all in Ramblewood, a Subdivision 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 lots 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. In addition, Lots 319 through 327, inclusive, may maintain one additional outbuilding or barn for the care and keeping of horses.

2. No building or structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building or structure have been approved in writing as to general plan and external design and as to location and use of the building or structure with respect to property and setback lines by the subdivider or his legally appointed successor, agent, heirs or assigns. The powers outlined in this paragraph shall cease from and after January 1, 1981.

3. No building shall be erected on 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 15 feet to the side street line. These covenants shall not be construed to permit violation of any of the setback ordinance requirements of the Village of Elkhorn, Douglas County, Nebraska.

4. 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.

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. 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.

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

- (a) On Lots Three Hundred Sixty-Five (365) through Three Hundred Sixty-Nine (369), inclusive; Lot Four Hundred Twenty-Two (422); and Lots Four Hundred Thirty-Five (435) through Four Hundred Fifty-Five (455), inclusive, One Thousand One Hundred Fifty (1,150) square feet.
- (b) On Lots Three Hundred Forty (340) through Three Hundred Sixty-Four (364), inclusive; Lots Three Hundred Seventy (370) through Three Hundred Eighty-Four (384), inclusive; Lots Four Hundred Seventeen (417) through Four Hundred Twenty-One (421), inclusive; and Lots Four Hundred Twenty-Three (423) through Four Hundred Thirty-Four (434), inclusive, One Thousand Fifty (1,050) square feet.

- (c) On Lots Three Hundred Thirty-One (331) and Four Hundred Fifty-Six (456), One Thousand Two Hundred (1,200) square feet.
- (d) On Lots Three Hundred Thirty-Two (332) through Three Hundred Thirty-Nine, inclusive; and Lots Three Hundred Eighty-Five (385) through Four Hundred Sixteen (416), inclusive, One Thousand (1,000) square feet.

Each two-story dwelling shall have a ground floor living space exclusive of garages, porches, 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.

8. 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 structure of a temporary character be built or used as a residence.

9. 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.

10. 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.

11. 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 commercial purpose.

The restriction against horses provided for in this paragraph shall not pertain to Lots 319 through 327, inclusive.

12. 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 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.

13. No structure may be erected unless provision is made for a minimum of one off-street parking space for each dwelling and one attached or in the basement garage unit for each dwelling. Each dwelling unit shall have a paved driveway extending between the street and garage of not less than ten feet in width.

In addition, all lots excepting Lots 319 through 327, inclusive, shall have a sidewalk constructed immediately adjacent to the front lot line of each lot a minimum width of three (3) feet and to be constructed of Portland Cement or other approved materials.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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".

19. 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.

20. 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 and resident of the City of Elkhorn, Nebraska. These covenants shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots in Ramblewood.

21.. Nothing contained in this instrument shall in any way be construed as imposing upon the undersigned or any future property owner of Ramblewood or the City of Elkhorn, Nebraska 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 14 day of April, 1973.

Charles G. Smith Trustee
Nellie M. Smith

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

Now on this 14 day of April, 1973, before me, a Notary Public, duly commissioned in and for the County of Douglas, personally came Charles G. Smith and Nellie M. Smith, husband and wife, 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.

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



GORDON H. MILES
 Notary Public, State of Nebraska
 My Commission Expires
 February 24, 1976

Gordon H. Miles
 Notary Public

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 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS: OFFICE IN DOUGLAS COUNTY, NEBRASKA
 1973 AT 12:34 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS
 24 DAY OF April