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PROTECTIVE COVENANTS

Charles G. Smith and Nellie M. Smith, owners of the following described lots in Wagon Train Heights, a subdivision in Lancaster County, Nebraska as surveyed, platted and recorded.

All lots in Wagon Train Heights, Phase II and III except lots 50 through 52 inclusive as surveyed, platted and recorded.

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 structure 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 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.

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.

5. An easement five feet in width along the side lot lines and of ten feet in width along all rear lot lines for utility installations and maintenance on, over and under said easement area. In addition, an easement ten feet in width is reserved along all front lines (defined as all lot line adjacent to dedicated streets) for the construction,

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Maintenance and use of a public sidewalk. These easements shall be reserved in favor of the grantor hereof, the Village of Hickman, and the "servicing" telephone company, public power company and natural gas company. 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 not apply to "interior" side 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 buyer 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 buyer 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, exclusive of garages, porches and breezeways of each dwelling, shall not be less than one thousand square feet on the ground floor for a one-story, bi-level, tri-level, split-level or raised ranch (split entry) plan. The foundation walls for a one and one-half or two-story house must enclose not less than seven hundred square feet.

8. No lot may be reduced below its originally platted area, except that parts of lots may be combined to make a building plot on condition that the area of such plot must at least equal the area of the area of the larger lot used as originally platted.

9. 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.

10. 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.

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11. 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.

12. 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.

13. 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 purpose except where approval in writing has been granted by the subdivider or his agent, successor, heir or assigns.

14. 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.

15. No fences, walls, trees, shrubs, hedges and 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.

16. 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 or no portion thereof shall be used for automobiles, junk piles, or storage of any kind of junk or waste material.

17. 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.

18. 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 Village of Hickman.

