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Century Development  
Frank R. Kreci  
3323 W. 107th  
Omaha, NE 68134

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GEORGE J. UNCLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

**PROTECTIVE COVENANTS FOR WHISPERING OAKS**  
**A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA**  
**LOTS 19 THRU 24**

These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until August 1, 2015.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family 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.
2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single family dwelling, a private garage, attached breezeways, and other out-buildings incidental to residential areas.
3. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot.
4. No boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage. Automobiles parked out-of doors within the premises above-described, or upon the streets thereof, must be in operating condition.
5. No trailer, basement, tent, shack, garage, barn or other out-building erected on said real estate shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. No prefabricated or factory built homes built elsewhere shall be moved onto or assembled on any of said lots. No pre-cut or log homes shall be assembled on any of said lots. No full or partial subterranean dwelling shall be constructed on any lot. No dwelling shall be moved from outside of the properties onto any of said lots.
7. No fences may be built forward of the front wall of the house and no closer to any adjoining street than the property line. Temporary or permanent barbed wire, electrified, and snow fences are prohibited.
8. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:
  - A. 1350 Square feet for one story dwellings on the main floor, exclusive of garage area which must be attached.
  - B. 1500 Square feet for one story dwellings on the main floor with basement garage.
  - C. 1500 Square feet for split entry (Bi-level) dwellings on the main floor.
  - D. 1000 Square feet for one and one-half and two story dwellings on the main floor and must contain at least 1800 square feet of living area, and may not exceed two stories from the main floor elevation.

For each single-family dwelling there must also be erected a private garage for not less than two cars.

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9. All buildings on all lots shall comply with the set back requirements of the zoning code of the City of Elkhorn.

10. The exposed foundation walls of all main residential structures facing the street must be constructed of or faced with brick, stone or wood. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

11. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts 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.

12. All dwellings shall be completed within one year after excavation for footings.

13. All dwelling units shall install a gallon recording type water meter that can be read from the outside through a glass block or remote reader and meeting the requirements of the City of Elkhorn Water Department.

14. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assignees, to go on, over, or under a five foot strip of land along all rear and side lines of all lots in said addition.

15. Prior to the commencement of construction of any structure within the area subject to these covenants, two copies of the plans and specifications for the structure must be submitted to and approved in writing by the undersigned. The plans and specifications shall include a plot-plan of the proposed house and any other structure proposed to be built and shall show the side yards and setbacks. The undersigned will have the right to enforce the provisions of these Covenants, including, but not limited to the right to take the appropriate action, including the filing of a lawsuit, and the right to obtain a temporary restraining order, temporary injunction and permanent injunction against any person violating any of the provisions of the Covenants in order to insure that the property owner constructs the residence pursuant to the approved plans and specifications.

16. The undersigned, any owner of property within the area comprising Lots 19 through 24, Whispering Oaks, a subdivision in Douglas County, Nebraska, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of these Covenants, either to prevent or restrain a violation of the same, or to recover damages for such violation. Enforcement proceedings shall include, but not be limited to, the right to obtain a temporary restraining order, temporary injunction or permanent injunction, either preventing or restraining any violation, or a mandatory injunction requiring that a person violating these Covenants be required to remove or cure such violation. In the event an action is brought by the undersigned or any owner to enforce these Covenants as set forth herein, then such person or entity instituting such action shall recover its reasonable attorney fees and cost in bringing such action. The undersigned, and all present and future owners of the property subject to these Covenants, hereby agree and acknowledge that, in an action for damages under these Covenants, it may be difficult to ascertain the amount of such damages, and therefore, in lieu of its actual damages, the person or entity bringing the action hereunder shall be entitled to liquidated damages against the person or entity violating the Covenants at the rate of \$50 per day from the date of the violation until the date the violation is cured.

IN WITNESS WHEREOF, the undersignees, being the owner of all said real estate, have caused these presents to be duly executed this 1<sup>st</sup> day of August, 1994.

WHISPERING OAKS

Executed: August 1<sup>st</sup>, 1994

Frank R. Krejci

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me on August 1, 1994 by

Frank R. Krejci

Marilyn J. Bohling

