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PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR WINTERBURN 3RD ADDITION REPLAT
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA



PART A. PREAMBLE

1. These covenants shall apply to Lots One (1), through Twenty-five (25), inclusive, all in Winterburn Third Addition Replat.

2. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions by the undersigned, except at the option of the undersigned.

PART B. RESIDENTIAL AREA COVENANTS

1. No lot shall be used except for 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. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories height, and a private garage for not more than three cars nor less than two cars.

2. In any case, where a ranch, raised ranch, split entry, or two story dwelling is constructed, the finished floor area must be at least 1200 square feet, with a ground floor area of not less than 900 square feet. In the case of a split-level or tri-level dwelling with three or more finished levels, the minimum finished square footage shall not be less than 1200 square feet above ground, exclusive of porches, garages, and breezeways.

3. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to front lot line, or nearer than 17.5 feet to any side street line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to rear lot line. For the purposes of these covenants, caves, steps, and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No building shall be erected or placed on any lot having a width of less than seventy-five (75) feet at the median building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 8000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear and side five (5) feet of each lot. The restriction against building upon utility easements within five (5) feet of side lot lines 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. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. 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 purposes of cutting and destroying weeds and undergrowth.

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7. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

8. Pre-occupied dwellings constructed in another addition or location shall not be moved to any lot within this Addition.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

10. No lots as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that plots 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.

11. Any dwelling shall be completed on the exterior at least nine 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.

12. No structure may be erected unless provision is made for a minimum of two off-street parking spaces for each dwelling and two 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 no less than ten (10) feet in width.

In addition, all residential lots shall have a sidewalk constructed immediately adjacent to the front lot line of each lot at a minimum width of three (3) feet and to be constructed of Portland cement or other approved materials, said sidewalk to be installed at time of construction of dwelling.

13. Each dwelling constructed pursuant to the covenants shall have a basement equal in size to the main floor area of the dwelling, provided that if there is no basement or there is partial basement, the minimum square foot living area shall be increased one-half foot for each foot of basement eliminated. For the purposes of this paragraph, however, the term "main floor" shall not include dwelling areas devoted to slab on grade additions to main dwellings whether such additions are built concurrent in time with the main dwelling or at a later date.

14. For each single-family dwelling, there must also be erected a private garage for not less than two cars, no more than three cars.

15. No fences shall be erected greater than five (5) feet in height and in no case shall be erected within thirty-five (35) feet of the front property line in any lot.

PART C. GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots in Replat has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenants either to restrain violation or to recover damages. These covenants shall run with the land and the right to enforce these covenants is hereby specifically given to any owner of property located within the official city limits of the City of Elkhorn. Rights of residents or owners of property in Elkhorn outside of Replat expire twenty-five (25) years from date of this instrument.

3. 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 Replat. Rights of residents or owners of property in Elkhorn outside of Replat expire twenty-five (25) years from date of this instrument.

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

5. Invalidation of any one of these covenants by judgments, or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED this 31st day of March, 1992.

KIRK HOMES DEVELOPMENT

Attest

By

Witness

By

Patricia M. Kirk

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

STATE OF NEBRASKA
COUNTY OF DOUGLAS

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The foregoing instrument was acknowledged before me on March 31, 1992, by Patricia M. Kirk.

James M. Logeman Notary Public

My commission expires 11/27/1995

