

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
LOTS 76, 80, 81 AND 91 - 123, INCLUSIVE,  
WINTERBURN III, ADDITION  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

PART A. PREAMBLE

1. These Covenants shall apply to Lots 76, 80, 81 and 91 - 123 inclusive, all in Winterburn III Addition.
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 in height, and a private garage for not more than three (3) cars; except on Lots 117, 118, 119, 120, 121, 122, and 123, where two (2) family residences are permitted.
2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,200 square feet in the case of a one-story structure, nor ground floor area of less than 900 square feet in the case of a one and one-half story structure or a two-story structure exclusive of porches and garages, breezeway and finished basement. PROVIDED, however, that on lots designated for two-family residences, the total ground floor square foot area shall not be less than 2,000 square feet in the case of a one-story structure, and not less than 1,600 square feet in the case of a one and one-half story structure or a two-story structure, exclusive of porches, and garages, breezeway and finished basement.
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 this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. No dwelling 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 8,000 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 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. No noxious 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.

7. No structure of a 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 any commercial purposes.

10. 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 as as large in area as the largest of said lots as originally platted.

11. Any dwelling shall be completed on the exterior at least within 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 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 (10) feet in width.

In addition, all residential lots 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, said walk to be installed at time of construction dwelling.

13. Each dwelling constructed pursuant to these 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 a 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 "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 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 or duplex unit, there must also be erected a private garage for not less than one car, nor 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 then owners of the lots in

