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Register of Deeds, Douglas County, NE  
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2005019216

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LOTS 16 AND 17, WEEKLYS ADDITION  
TO DOUGLAS COUNTY, NEBRASKA**

This declaration made this 17<sup>th</sup> day of February, 2005, by DARRELL E. BRYANT and DIANA BRYANT, joint owners of Lots 16 and 17, Weeklys Addition to Douglas County, Nebraska, hereinafter referred to as "Declarants" and shall apply to the real property legally described as Lots 16 and 17, Weeklys Addition to Douglas County, Nebraska, and referred to hereafter as "LOTS."

**WHEREAS**, Declarants are the owners of the real property described above, and collectively desire to restrict future use of the above real estate and to subject the real property to these covenants, conditions and restrictions in order to enhance and preserve the orderly development of the property.

**NOW THEREFORE**, Declarant declares that the real property set out above shall be held, transferred, sold conveyed and occupied subject to the covenants, conditions and restrictions set forth below:

**ARTICLE I  
RESTRICTIVE COVENANTS**

The following restrictions are hereby imposed upon all of the property or any part thereof, described above for the mutual benefit of the owner and future owners of said real estate, and may be enforced by Declarants or any current or future owner of any tract within the real estate set out above.

A. The property shall be used only for single-family residential purposes; said residential structure shall have a minimum of 1,500 square feet of finished space, not including basements or garage areas; and no more than one permanent residence shall be constructed on the real estate

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and said real estate shall not be later sub-divided in any manner. At the time of construction of any residential structure on the real property, a two car garage, attached or unattached, must be constructed, and a concrete driveway must be constructed from the street curb to the entry of the garages. Asphalt, asphalt overlays and/or gravel driveways are strictly prohibited by these covenants.

B. No obnoxious or offensive trade or activity shall be conducted upon any property, nor shall any nuisance or annoyance be permitted thereon. Commercial use of the real estate subject to these restrictions is specifically prohibited, including commercial kennels or stables.

C. No mobile home, travel trailer, recreational vehicle, boat, basement, tent, shack, garage, barn or other out-building erected on said property 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; and before any building shall be occupied as a residence, the entire building must be substantially complete and the exterior must be fully complete. Upon the commencement of construction of any residence or building, the residence building must be completed within twelve (12) months thereafter.

D. The residential structures erected on these lots shall have lap siding, stone or a combination thereof, and vertical siding is strictly prohibited.

E. No chain link fences may be constructed in front of the front yard setback of the residential structure, and the approved paint colors of the exteriors of said residential structures shall be earthtones.

F. Any residence constructed on any parcel subject to these restrictions shall be on a permanent foundation.

G. The following prohibitions shall be observed by all owners:

1. No dwelling constructed at another location shall be moved to the property herein without the prior written consent of the Declarant.
2. Storage of any kind, including licensed or unlicensed vehicles on lots without a residential structure shall be expressly prohibited.

3. No signs or billboard of any type shall be place or constructed upon any tract with out the prior written approval of the Declarant.

ARTICLE II  
GENERAL PROVISIONS

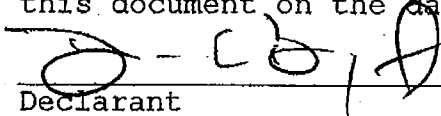
A. The covenants, conditions and restrictions contained shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty years from the date hereof. At the expiration of thirty years, the terms of this Declaration shall automatically renew for successive periods of ten years each, unless an instrument terminating this Declaration is signed by the then-owners of a majority of the tracts has been recorded prior to the commencement of the ten-year period.

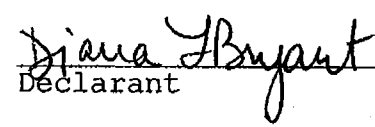
B. If the owner of any tract, or any other person, shall violate or attempt to violate any of the provisions herein, it shall be lawful for Declarant, or any other person or persons owning any tract situated in this subdivision to prosecute any proceedings at law or in equity against the violators to prevent further violations of any covenant, condition or restriction and the failure to file suit shall not be deemed a waiver of the right to do so thereafter.

C. The provisions contained herein are severable, and the invalidation of one provision shall not affect other provisions, which shall remain in full force and effect.

D. Nothing contained herein shall in any way be construed as imposing upon the undersigned Declarant any liability, obligation or requirement to enforce any of the provisions contained herein. The rights, powers and responsibilities of the Declarant as contained herein may be assigned or delegated.

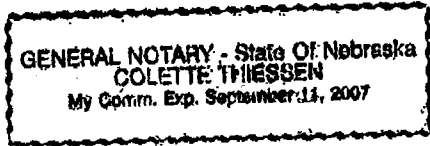
IN WITNESS WHEREOF, the Declarant, being the owner of all of the real property described herein, hereby executed this document on the day and year first written above.

  
Declarant

  
Declarant

STATE OF NEBRASKA )  
 )  
 ) ss.  
COUNTY OF DOUGLAS )

On the 17 day of February, 2005, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came DARRELL E. BRYANT and DIANA BRYANT, known to me to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



  
NOTARY PUBLIC

Return to: Darrell E. Bryant  
602 N. Spruce St.  
Valley, NE 68064