

BOOK 709 PAGE 29

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANTLER COUNTRY A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

Preamble

1. These Covenants shall apply to Lots One (1) through Seventy-Four (74) inclusive, all in Antler Country, a Subdivision in Douglas County, Nebraska.

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.

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 cars.

2. No dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 1,250 square feet in the case of a one-story structure, nor ground floor square foot area of less than 1,100 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 building shall be located nearer than eight (8) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to rear lot line and twenty (20) feet for a corner lot. 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. The average square footage for all lots within any one block shall be not less than 10,000 square feet with a lot minimum of 7,500 square feet, and each lot shall have a width of not less than seventy two feet at the median building set back line.

5. An easement of five feet wide is hereby reserved on, over and under all rear and side lot lines for utility installations and maintenance. 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 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 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 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. Dwellings, constructed in another addition or locations 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 purpose.

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 part 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 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. Each dwelling shall have a basement equal in size to the main floor area of the dwelling and the area of any garage built under the house may be included in complying with such requirement. Each dwelling unit shall have a paved driveway extending between street and garage of not less than ten feet in width.

13. All lots shall have a sidewalk with a minimum width of four feet constructed four feet from the curb parallel to the front lot line of Portland cement or other approved materials, and said walk shall be installed at the same time the dwelling is constructed.

14. Each dwelling shall have not less than one attached garage nor more than three. A garage erected under the house shall qualify as an attached garage.

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 of any lot.

16. (A) No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, tree house, television antenna, radio antenna, flag pole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building plot, nor shall any grading, excavation or tree removal be commenced, until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Gottsch Feeding Corporation, or its assigns, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot and proposed finished grades; provided that Gottsch Feeding Corporation specifically reserves the right to deny permission to construct any type of structure or improvement which it determines will not conform to its master plan for development of the subdivision.

(B) The approval or disapproval of the undersigned Gottsch Feeding Corporation or its assigns as required by these covenants shall be in writing. Failure of Gottsch Feeding Corporation or its assigns to give either written approval or disapproval of a submitted plan within thirty (30) days after submission of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of this paragraph.

BOOK 709 PAGE 31

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 Antler Country, 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 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 City of Elkhorn.

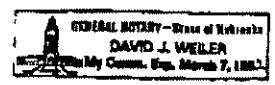
3. Invalidation of any one of these Covenants by judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

DATED April 4th, 1978

GOTTSCH FEEDING CORPORATION,
A Nebraska Corporation

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS.

On this 4th day of April, A.D. 1978, before me David J. Wheeler, a Notary Public in and for said county, personally came Robert L. Gottsch Vice-President By: Robert L. Gottsch



David Wheeler

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BOOK 540 PAGE 632

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 7th day of _____, 1974, between Edward N. Wilczewski and Kathleen L. Wilczewski husband and wife, hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee".
WITNESSETH:

That the Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transmission of gas, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over and through lands described as follows:

Several strips of land lying in Lots 1, 2, 3, 4, 5, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 69, 70, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 150, 152, 153, 154, 156, 157, 158, 159, 160, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 188, 189, 190, 191, 192, 193, 201, 203, 204, 207, 208, 209, 210, 211, 212, 213, 214, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 235, 237, 238, 239, 240, 241, 242, 243, 245, 246, 247, 248, 250, 251, and 252, of Rambleridge Addition, a subdivision as now platted and recorded in Douglas County, Nebraska, said strips being more particularly described as follows:

A continuous strip of land Five (5) feet wide, adjacent and parallel to the South and East property lines of Lot Six Hundred Thirty (630), said strip lying in Lots One (1), Two (2), Three (3), Four (4), and Five (5);

A continuous strip of land Five (5) feet wide, adjacent and parallel to that part of Lot Six Hundred Twenty-nine (629) platted as 110th Plaza, said strip lying in Lots Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47), Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51), and Fifty-two (52);

A strip of land Five (5) feet wide, adjacent and parallel to that part of Lot Six Hundred Twenty-nine (629) platted as Laurel Plaza, said strip lying in Lots Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), and Forty-three (43);

A strip of land Five (5) feet wide, adjacent and parallel to Lot Six Hundred Twenty-eight (628) also platted as 108th Court, said strip lying in Lots Sixty-nine (69), Seventy (70), Seventy-three (73), Seventy-four (74), Seventy-five (75), Seventy-six (76), Seventy-seven (77), Seventy-eight (78), Seventy-nine (79), Eighty (80), Eighty-one (81), and Eighty-two (82);

A strip of land Five (5) feet wide, adjacent and parallel to that part of Lot Six Hundred Twenty-three (623) platted as 109th Plaza, said strip lying in Lots Eighty-three (83), Eighty-four (84), Eighty-five (85), Eighty-six (86), Eighty-seven (87), Eighty-eight (88), Eighty-nine (89), Ninety (90), Ninety-one (91), Ninety-two (92), Ninety-three (93), Ninety-four (94), Ninety-five (95), Ninety-six (96), Ninety-seven (97), Ninety-eight (98), Ninety-nine (99), and One Hundred (100);

The Southwest Five (5) feet of Lot One Hundred Twelve (112), lying adjacent and parallel to that part of Lot Six Hundred Twenty-three (623) platted as 109th Plaza;

A strip of land Five (5) feet wide adjacent and parallel to that part of Lot Six Hundred Twenty-three (623) platted as 109th Plaza, said strip lying in Lots One Hundred Fifteen (115), One Hundred Sixteen (116), One Hundred Seventeen (117), One Hundred Eighteen (118), One Hundred Ninety (120), One Hundred Twenty-one (121), One Hundred Twenty-two (122), and One Hundred Twenty-three (123);

BOOK 540 PAGE 632

A strip of land Five (5) feet wide adjacent and parallel to that part of Lot Six Hundred Twenty-three (623) platted as Curtis Avenue, said strip lying in Lots One Hundred (100), One Hundred One (101), One Hundred Two (102), One Hundred Three (103), One Hundred Four (104), One Hundred Five (105), One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), and One Hundred Nine (109);

A strip of land Five (5) feet wide adjacent and parallel to that part of Lot Six Hundred Twenty-three (623) platted as Curtis Avenue, said strip lying in Lots Two Hundred One (201), Two Hundred Three (203), and Two Hundred Four (204);

A continuous strip of land Five (5) feet wide adjacent and parallel to that part of Lot Six Hundred Twenty-three (623) platted as Curtis Avenue, said strip lying in Lots Two Hundred Sixteen (216), Two Hundred Seventeen (217), Two Hundred Eighteen (218), Two Hundred Nineteen (219), Two Hundred Twenty (220), Two Hundred Twenty-one (221), Two Hundred Twenty-two (222), Two Hundred Twenty-three (223), Two Hundred Twenty-four (224), and Two Hundred Twenty-five (225);

A continuous strip of land Five (5) feet wide, adjacent and parallel to Lot Six Hundred Twenty-two (622) also platted as 112th Plaza, said strip lying in Lots Two Hundred Thirty-six (236), Two Hundred Thirty-seven (237), Two Hundred Thirty-eight (238), Two Hundred Thirty-nine (239), Two Hundred Forty (240), Two Hundred Forty-one (241), Two Hundred Forty-two (242), and Two Hundred Forty-three (243);

A continuous strip of land Five (5) feet wide, adjacent and parallel to Lot Six Hundred Twenty-two (622) also platted as 112th Plaza, said strip lying in Lots Two Hundred Forty-five (245), Two Hundred Forty-six (246), Two Hundred Forty-seven (247), and Two Hundred Forty-eight (248);

A continuous strip of land Five (5) feet wide, adjacent and parallel to Lot Six Hundred Twenty-two (622) also platted as 112th Plaza, said strip lying in Lots Two Hundred Fifty (250), Two Hundred Fifty-one (251), and Two Hundred Fifty-two (252);

The North Five (5) feet of Lot Two Hundred Fifty-four (254), lying adjacent and parallel to Lot Six Hundred Twenty-two (622), also platted as 112th Plaza;

A strip of land Five (5) feet wide, adjacent and parallel to Lot Six Hundred Twenty-four (624) also platted as 111th Plaza, said strip lying in Lots Two Hundred Seven (207), Two Hundred Eight (208), Two Hundred Nine (209), Two Hundred Ten (210), Two Hundred Eleven (211), Two Hundred Twelve (212), Two Hundred Thirteen (213), and Two Hundred Fourteen (214);

A strip of land Five (5) feet wide, adjacent and parallel to Lot Six Hundred Twenty-seven (627) also platted as 110th Plaza, said strip lying in Lot One Hundred Fifty (150);

A continuous strip of land Five (5) feet wide, adjacent and parallel to Lot Six Hundred Twenty-seven (627) also platted as 110th Plaza, said strip lying in Lots One Hundred Fifty-two (152), One Hundred Fifty-three (153), and One Hundred Fifty-four (154);

A continuous strip of land Five (5) feet wide, adjacent and parallel to Lot Six Hundred Twenty-seven (627) also platted as 110th Plaza, said strip lying in Lots One Hundred Fifty-six (156), One Hundred Fifty-seven (157), One Hundred Fifty-eight (158), and One Hundred Fifty-nine (159);

The East Five (5) feet of Lot One Hundred Sixty (160), lying adjacent and parallel to Lot Six Hundred Twenty-seven (627), also platted as 110th Plaza;

A strip of land Five (5) feet wide, adjacent and parallel to Lot Six Hundred Twenty-six (626) also platted as Kansas Plaza, said

BOOK 540 PAGE 634

strip lying in Lots One Hundred Seventy-seven (177), One Hundred Seventy-eight (178), One Hundred Seventy-nine (179), One Hundred Eighty (180), One Hundred Eighty-one (181), One Hundred Eighty-two (182), One Hundred Eighty-three (183), One Hundred Eighty-four (184), One Hundred Eighty-five (185), and One Hundred Eighty-six (186);

A strip of land five (5) feet wide, adjacent and parallel to the South, East, and North property lines of Lot Six Hundred Twenty-five (625), said strip lying in Lots One Hundred Eighty-eight (188), One Hundred Eighty-nine (189), One Hundred Ninety (190), One Hundred Ninety-one (191), One Hundred Ninety-two (192), and One Hundred Ninety-three (193);

All as shown on the plat attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

- 1. The Grantors agree that neither they nor their heirs or assigns will at any time erect, construct or place on or below the surface of said tracts of land any building or structure, except pavement, and that they will not give anyone else permission to do so.
- 2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.
- 3. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of the Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantors have executed this easement the day and year first above written.

Edward E. Wilczewski
 Edward E. Wilczewski

Kathleen L. Wilczewski
 Kathleen L. Wilczewski


Grantors

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 9th day of July, 1974, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Edward E. Wilczewski and Kathleen L. Wilczewski, to me personally known to be husband and wife and the identical persons whose names are affixed to the foregoing instrument as Grantors, and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Thomas M. Andrews
Notary Public

 Thomas M. Andrews
GENERAL NOTARY
 State of Nebraska
 My Commission Expires
 June 15, 1977

RAMBLERIDGE

NO SCALE

DRAWN BY
 CHECKED BY
 RECORDED BY
 INDEXED BY
 FILED APPENDIX