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Return: Frank Krejci  
3323 N. 107 St

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PROTECTIVE COVENANTS FOR GREENBRIER  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA  
LOTS 144 THRU 208

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 July 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. However, any such changes will not be made without the written consent of the president of the Greenbrier Homeowners Association for five years following the date of the recording of these covenants.

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 not to exceed 200 square feet in size.
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 camper, 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 for four (4) or more consecutive days. 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 rear 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. All fences constructed along the east boundary line of Lots 155 through 161, inclusive, 202 through 206, inclusive, and 208, Greenbrier, shall be a wood board on board style of fence, six feet in height of cedar material and shall conform to and align with all other fences which are constructed or which may be constructed along the east property line of Lots 155 through 161, inclusive, 202 through 206, inclusive, and 208 Greenbrier, it being the intent of this provision that if a property owner constructs a fence along the east boundary of Lots 155 through 161, inclusive, 202 through 206, inclusive, and 208, Greenbrier, such fence will be uniform with all the other fences which had either been constructed or will be constructed along the east boundary line of Lot 155 through 161, inclusive, 202 through 206, inclusive, and 208, Greenbrier.
9. 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. One-story house/Ranch - 1500 Square feet minimum on the main level, exclusive of garage which must be attached.
  - B. One & 1/2 story house - 1700 Square feet minimum, not less than 1,000 square feet on the main level, and may not exceed two stories from the bottom of the main floor elevation.
  - C. Two-story - 2,000 square feet minimum, not less than 1,000 square feet on the main level, 2,000 square feet minimum total area above basement.
  - D. Multi-level house - 2,300 square feet minimum. The top three levels shall contain a total of not less than 2,300 square feet finished living area above grade.

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

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

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

12. 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.

13. All dwellings shall be completed within one year after excavation for footing.

14. 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.

15. 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, over, or under a five foot strip of land along all rear and side lines of all lots in said addition.

16. The Architectural Home Builders Committee is a Governing and Advisory body comprised of Builders in the original lot draw formed to ensure the covenants are enforced to protect all members of the Homeowners Association.

The Architectural Committee will consist of: Wayne Recic, Dan Peters, Rod Sadofsky, Randy Bailey, Lowell Paasch, Dave Dolinsky, Brian Falcone, Jerome Plesak and Keith Dean.

16a. All plans and specifications as stated in paragraph 17 must be submitted to the Architectural Home Builders Association prior to submission to the Greenbrier Homeowners Association. Submit plans and specifications to: CBS Real Estate, Attn.: Rod Sadofsky, 13110 West Dodge Road, Omaha, NE 68154.

17. The undersigned, any owner of property within the area comprising Lots 144 through 208, Greenbrier, a subdivision in Douglas County, Nebraska, and the Greenbrier Homeowners Association 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 provision 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, any owner or the Greenbrier Homeowners Association 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, the Greenbrier Homeowners Association, 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 \$50.00 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 18<sup>th</sup> day of Sept., 1995

GREENBRIER

Executed: September 18<sup>th</sup>, 1995

Frank R. Recic

State of Nebraska  
County of Douglas

The foregoing instrument was acknowledged before me on September 18, 1995 by Frank R. Recic

Marilyn J. Bohling



