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BRITTANY ESTATES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS Declaration is made as of the 14th day of Feb, 1994, 1994, by Donald L. Dean and Patricia L. Dean, husband and wife, hereinafter called the Declarants, WITNESSETH:

WHEREAS, Declarants are the owners and/or developers of certain real property known as Brittany Estates and more particularly described as follows:

Lots One, Two, Three, Four, Five, Six, Seven and Eight, (1, 2, 3, 4, 5, 6, 7, and 8 of Brittany Estates, an addition to the City of Elkhorn, Douglas County, State of Nebraska, and

WHEREAS, Declarants intend to develop the real estate described hereinabove for residential purposes and to sell individual lots therein to third party purchasers for the construction of single family dwellings, and

WHEREAS, Declarants desire hereby to impose upon said real estate mutual and beneficial restrictions, covenants, conditions, and charges under a general plan for the benefit of the owners of said real estate and future owners of the same.

NOW, THEREFORE, in consideration of the promises, Declarants, for themselves, their successors, assignees, and all future grantees and successors in title, do hereby impose, create and place upon the real estate described hereinabove the reservations, conditions, covenants, and restrictions (all of which are hereby termed "restrictions") contained hereinbelow. Declarants further declare that said real estate is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used and occupied subject to the provisions of this Declaration, all of which is declared to be in furtherance of a plan for the development, improvement and sale of lots within said real estate, and are established for the purpose of enhancing the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon the real estate; to create reciprocal rights between the respective owners of individual lots therein; to create a privity of contract and estate between the grantees thereof, their heirs and assigns and shall, as to the owners of any interest in said real estate, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other owners of said real estate and this shall be so even if said restrictions are omitted from any deed or instrument of

By accepting a deed to any of said lots a grantee shall bind himself, his heirs, personal representatives, administrators, successors, assigns, and grantees to observe and perform all restrictions as fully as if he has joined in this Declaration, and said grantee by accepting a deed further agrees to become a member of Brittany Estates Homeowners Association and to pay the dues, if any, therefor.

The restrictions contemplated by this Declaration are herewith stated to be as follows:

A. Said lots shall be used only for single-family residential purposes.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot, as herein after defined, other than one single family dwelling and one out building that must conform in style and appearance to the main residence. See paragraph L for further specifications and criteria.

C. Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than twenty-five feet (25') to the rear lot line nor nearer than thirty-five feet (35') to the front lot line; provided, however, that where construction involves more than one story, the rear yard shall be increased by fifteen feet (15') for each additional story. No building shall be located nearer than ten feet (10') to any side line of any building plot, provided however, that where construction involves more than one story, the side yards shall be increased by fifteen feet (15') for each additional story. On corner lots used for residential purposes, the house must face the Cul-De-Sac, and further, both street yards whether side or front yards shall have thirty five feet (35') set backs. Parcels 2 and 3 regardless of the direction the proposed house faces on either lot shall have forty-five foot (45') set backs from any contiguous lot lines of parcels created in Brittany Estates.

D. 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 outside radio, television or other electronic antenna, aerial or satellite receiving dish shall be erected on any building plot without the written consent of the association. 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, or incinerators shall be erected, placed or permitted on any building plot. Outside trash receptacles are allowed, providing they are shielded from being viewed from public streets and roads. All liquid storage tanks must be buried beneath ground level. All weeds and grass shall be cut down to a maximum height of eight (8") above ground level except in those areas preserved in the natural state. All plots shall be kept free of all types of trash and debris. No animals, livestock or poultry of any kind shall be maintained,

raised, bought or kept; except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot, and in no event will the undersigned or their agents and associated entities be or become liable for such work or maintenance or any claims arising from such excavations.

E. No fences shall be erected in front of the main residential structure, except decorative fences no more than forty-two inches (42") in height, constructed of brick, stone or wood. Side and rear fences shall not exceed six feet (6') in height of the above-mentioned specifications. All fences shall be maintained in such a manner so as not to be unsightly to the neighboring properties.

F. No mobile home, trailer, "double wide" mobile home, basement, shack, garage, barn, temporary structure, or other out-building shall be erected on said real estate without the prior written consent of the Association. Only the main residential structure may be occupied as a dwelling, and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

G. Prior to commencement of construction of any structures, the plans and specifications therefor (including elevations and proposed sewage disposal facilities) shall be submitted to and approved in writing by the Association. The exposed foundation walls of all main residential structures must be constructed or faced with brick, stucco, or stone veneer on exposed foundation of front and sides of dwelling unless otherwise approved by the Association. All other portions of exposed foundation, if not brick or stone veneer, must be painted. Any grade change exceeding twenty-four inches (24") must be approved by the undersigned.

H. 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:

1. For single story dwellings, One Thousand One Hundred Eighty (1080) Square Feet.
2. For split level dwellings, One Thousand Five Hundred Fifty (1,550) square feet on the two uppermost levels, with a total enclosed living area of Two Thousand Fifty (2050) Square Feet.
3. For one and one-half (1 1/2) and two (2) story dwellings, Two Thousand Two Hundred Fifty

I. For each single-family dwelling, there must also be erected an attached private garage for not less than two (2) cars with each car stall to be a minimum size of ten feet (10') by twenty-one feet (21'). Garage doors shall have automatic openers and shall be closed except when entering or leaving the garage.

J. No lot as originally platted shall be split or subdivided, nor shall more than one dwelling structure be erected on each lot as originally platted.

K. Dwellings constructed elsewhere and previously occupied shall not be moved onto any lot in this subdivision.

L. Continuance of Paragraph B, Page 2

1. The single-family dwelling is not to exceed two and one-half (2½) stories or thirty-five feet (35) feet in height, whichever is less, with an attached private garage.

2. The outbuilding is not to exceed one (1) story in height, and not to exceed two thousand (2000) square feet in total floor area.

a. The outbuilding is to conform to the single-family dwelling in all respects including building materials used, pitch of roof, eaves, type of roof and all related features.

b. The outbuilding is specifically not to be of steel construction or similar design, i.e., No Butler Building types or Quonset Hut types.

M. At the time of initial occupancy of the main dwelling, the owner shall plant, and there shall be thereafter maintained in a growing state by the owners, at least two (2) trees with a minimum trunk diameter of two inches (2"); said trees to be located in the front yard at least fifteen feet (15') from the front lot line.

N. At the time any structure intended for habitation is constructed, the owner shall at the same time construct and connect said structure to an adequate sewage disposal facility. The sewage disposal facility shall be designed and constructed to comply with the applicable regulations and specifications of the Nebraska State Health Department, and the City of Elkhorn, Douglas County, Nebraska.

O. No dwelling shall be of flat roof design.

P. No dwelling may be built of material other than wood, stone (except veneer), stucco, brick, or a combination thereof, except as approved by the Association. Roofs shall be covered by wood shingles, tile, slate, or other materials approved by the

Q. All utility lines leading from lot line to dwelling shall be placed underground.

R. Each dwelling shall have its own mailbox, and the Association may require that the same be of uniform design.

S. No material other than earth, sand, rock, or gravel shall be used as fill on any lot. The general grade and slope of a lot shall not be altered or changed substantially without the prior written permission of the Association

T. No owner shall park or keep, store, or maintain a trailer, mobile home, motor home, boat, recreational or similar type vehicle upon the exterior of any lot.

U. Utilitie Easements have been granted to U.S. West, OPPD, Peoples gas, and Harmon T.V. cable. A Map showing location and delineating the easements will be a part of these covenants.

V. All alarm systems shall be monitored, and if the same incorporate an audible alarm, they shall be set so that the audible alarm sounds for no longer than five (5) minutes.

W. Loud noise or noises that could or should be considered nuisance in nature will not be condoned or allowed except for alarm devices.

X. No repair of automobiles or similar activities will be permitted outside of the garage on any lot at any time. No clothes lines shall be permitted outside of any dwelling at any time except one umbrella clothes line per lot. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and all other lots in addition.

Y. In addition to the restrictions enumerated herein, the real estate described hereinabove shall be subject to all applicable zoning and subdivision ordinances, and rules and regulations of the City of Elkhorn, Douglas County, Nebraska.

The foregoing restrictions designated A through Y shall be amendable only by the affirmative vote of eight (8) lot owners, one vote per lot, which vote shall be taken at a regular or special meeting of the Association, and shall be verified of record by affidavit signed by such affirmative voters, identifying their lot number, and the amendment adopted. Provided, Restriction J shall not be amendable without the consent of the City of Elkhorn, Douglas County, Nebraska.

In addition, there is herewith formed the Brittany Estates Homeowners Association (hereinafter referred to as the "Association"). The purposes of the Association shall include the enforcement of the restrictions contained in this document

time to time, deem mutually advantageous and beneficial. All persons having any ownership interest in any of the real estate described hereinabove shall automatically be members of the voting Association; provided, however, that for the purposes of voting on all matters to come before the Association, each fee simple owner of a platted lot shall be entitled to one vote, regardless of the number of individual owners thereof. The Association shall hold a general membership meeting no less than annually on the second Sunday of January at 2:00 O' clock P.M. at such place as may be designated. At the annual meeting of the Association, officers of the Association will be elected consisting of no less than a President and Secretary and such officers as the members may deem advisable. In addition, the Association may adopt such By-laws, rules and regulations as the membership may deem advisable in the furtherance of its purposes; provided, however, that no such By-law, rule or regulation shall be inconsistent with or in contravention of the restrictions contained in this Declaration unless the same have first been amended in accordance with the procedure described hereinbelow. Until the first annual meeting of the Association, Declarants shall act as the Association. Special meetings may be called by any officer by giving notice in the manner required of a subpoena not less than five (5) days before the meeting, unless waived by the lot owner.

In the event that any present or future owners of any of the real estate described hereinabove, their grantees, heirs, or assigns shall violate or attempt to violate any of the restrictions contained in this Declaration, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction to prevent him or them from doing so and/or to recover damages or other relief for such violation.

Invalidation of any one of these restrictions by statute, ordinance, judgement or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect. The Declarants reserve the exclusive right, in their sole discretion, to modify or waive the restrictions of this Declaration as to any lot or lots in cases where the Declarants deem it necessary or advisable in unusual circumstances or to prevent hardship.

It is herein stated and outlined by the Declarants, Donald L. Dean and Patricia L. Dean, Husband and Wife, that Lots One (1), two (2) and three (3) of Brittany Estates will be furnished ingress and egress by two-hundred and thirteenth (213th) Circle, a Cul-de-Sac From lots to Greenbriar Drive.

Lots four (4), five (5), six (6), seven (7), and eight (8) shall all be served for ingress and egress by a Cul-de-sac from Skyline Drive.

This Declaration and the restrictions contained herein shall be binding and in full force and effect from the date hereof until the 1st day of January, 2000, unless at any time waived, changed, or amended in writing, by the owner or owners of a majority of the lots comprising the real estate described hereinabove, and after the 1st day of January, 2000, this Declaration and the restrictions contained herein shall be automatically extended for successive periods of ten (10) years unless by vote of the then owners of a majority of the lots comprising the real estate described hereinabove it is agreed to waive, change, or amend said restrictions in whole or in part. In connection with the waiver, change or amendment of said restrictions at any time, there shall be one (1) vote for each platted lot.

IN WITNESS WHEREOF, The Declarants have caused this Declaration to be duly executed the date and year first aforesaid.

DONALD L. DEAN *Donald L. Dean*

PATRICIA L. DEAN *Patricia L. Dean*

SUBSCRIBED AND SWORN
BEFORE ME THIS 14TH
DAY OF FEBRUARY, 1994. *Katherine A. Jahns*

