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PAGE 103
BY CLERK (Charlotte L. Petersen)
(Karem MacLain)

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CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK
BLAIR, NEBR.

WALNUT HILL ADDITION #2 COVENANTS

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: Lots 1 through 16 inclusive of Walnut Hill Addition #2 to the City of Arlington in Washington County Nebraska.

All lots contained in said addition shall be owned, held, used, and conveyed, subject to the following conditions, restrictions, and covenants.

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 fully.

A. Said lots shall be used only for single family residential purposes except such lots or portions thereof as may thereafter be conveyed or dedicated by the undersigned for public, church, educational, or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any lot, other than one single family dwelling, not to exceed two stories in height, with attached garage for not less than two cars, nor more than three cars. No dwelling shall be of flat roof design.

C. No noxious or offensive trade or activity shall be carried on upon any lot 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 lot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles, or incinerators shall be erected, placed or permitted on any building lot. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, bought, or kept on said lots, 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 lot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations. No material other than earth, sand, rock, or gravel shall be used as fill or backfill on any lot.

D. No mobile home, trailer, "double wide" mobile home, shack, barn, detached building, or temporary structure shall be placed or erected on said real estate, except that one detached building no larger than 12' x 14' matching the roof design, color, and building material of the main residence may be constructed on any lot. 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. No building materials shall be placed on any lot until construction has started on the main residential structure. Dwellings constructed elsewhere shall not be moved onto any lot in this addition.

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, wrought iron, stone, or wood and being fifty percent (50%) open. Side and rear yard fences shall not exceed six feet (6') in height and may be constructed of chain link, brick, stone, wrought iron or wood on all lots.

F. The exposed front foundation walls and any exposed foundation walls facing any street must be constructed of or faced with brick or other approved material. All driveways must be constructed of concrete, brick paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone.

G. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each lot and upon each street side of each corner lot. The sidewalk shall be constructed by the owner of the lot prior to the time of completion of the main structure and before occupancy thereof.

H. All telephone, electrical, and other utility lines must be located underground.

I. 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. All residential structures shall have 1200 square feet finished living area for one story and split-level dwellings and 1400 square feet of finished living area for one and one-half story dwellings and 1600 square feet of finished living area for two story dwellings

2. "Finished living area" shall be defined as finished footage above-grade at the front yard and "finished living area" shall not be defined as walk-out type basement area.

J. No repair of boats, campers, automobiles, trucks, motorcycles, or similar vehicles or similar activities will be permitted outside of the garage on any lot for any longer than forty-eight hours, unless an emergency. No garden, lawn or maintenance equipment of any kind shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from all other lots in the addition.

K. No motor vehicle may be parked or stored outside on any lot except motor vehicles driven on a regular basis by the occupants of the dwelling located on such lot.

L. A perpetual easement is hereby reserved in favor of and granted to the Arlington Telephone Company, City of Arlington, OPPD, Cable T.V. and Peoples Natural Gas, their successors and assigns, to erect and operate, maintain, repair and renew underground utilities and their accessories and other instrumentalities for the supply of electric power, gas, sanitary sewer, storm sewer, water, telephone and cable TV under and upon a eight foot (8') strip of land adjoining the front, and rear and seven feet (7') on side yard boundary lines of each of said lots in said addition. Said licence being granted for the use and benefit of all present and future owners of lots in said addition.

N. No home shall be located on any residential lot nearer than 25 feet to the front lot line except lot 5 which shall be 28' nor shall any home be located nearer than 7 feet to any side lot line, and nearer than 25 feet to rear lot line. The one detached building no larger than 12 x 14 can be placed within 8 feet of rear lot line.

M. These covenants, restrictions and conditions shall run with the land and continue until January 1, 2015, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the owners of said land shall have been recorded in the office of the County Clerk of Washington County, Nebraska, agreeing to amend, change, or terminate same in whole or in part.

If any person, firm or corporation shall violate or attempt to violate any provisions hereof, any owner of real estate in such addition shall be empowered and entitled to bring any action or proceeding to prevent or restrain the continuance of such attempt or violation or to recover damages occasioned thereby. If any provisions hereof shall be adjudged unlawful or unenforceable, the same shall in no manner affect or change the other provisions hereof, which shall remain in full force and effect.

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

WALNUT HILL ADDITION #2

by Gene E. Gnuse
Gene E. Gnuse

by Clarice D. Gnuse
Clarice D. Gnuse

On this 5th day of October 1995 before me, the undersigned a Notary Public duly commissioned and qualified in Washington County Nebraska. Randy W. Lock
NOTARY PUBLIC

