

STATE OF NEBRASKA )  
 ) ss  
POLK COUNTY )  
Filed for Record in the Clerk's Office  
Of said county the 10th day of  
August, 2012 at  
11 o'clock and 05 minutes A.M.  
in Book 49 Page 323  
Debra S Girard County Clerk  
By *Debra S Girard* Deputy

Please return to:  
James E. Papik  
310 Central Street  
Stromsburg, NE 68666

# Elementary Park Subdivision

## Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, City of Stromsburg is the owner of the premises described as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, Elementary Park Subdivision, City of Stromsburg, Polk County, Nebraska (the "Subdivision").

That, whereas, the owner is engaged in the development of the Subdivision as a restricted residential district by encouraging the sale of lots and the construction of desirable dwelling houses.

Now, in consideration thereof and of the mutual benefits to be derived by the owner and any purchasers, their heirs, and assigns, and all persons claiming under them, the owner stipulates that all lots sold, transferred and conveyed shall be and are subject to the following protective covenants, restrictions and conditions which shall run with the land as follows:

1. All lots shall be known and described as residential building lots.
2. All dwellings, including manufactured housing as defined by state, statute, and all garages, secondary and appurtenant buildings and improvements, shall be newly constructed and all such buildings shall be of wood or steel frame construction and be of good quality material and in good workmanlike manner, and in design conform with residence dwellings in the area. No house trailer, camper, mobile home, or any temporary structure shall be brought upon the premises as a building or used as a residence, storage facility, or an appurtenance thereto.

3. Each lot owner shall be allowed to own and store his or her vacation camper, boat, motor home or trailer. Only one of such item shall be allowed to be stored outside an enclosed structure. If the owner or occupant stores an item outside of an enclosed structure, the item shall be located on a concrete pad. The concrete pad shall be located next to the garage or other storage facility such that the camper, boat, motor home, or trailer shall not be stored or parked between the residence and the street.
4. All buildings constructed upon any lot must be constructed in conformity with the requirements of any applicable building codes of the City of Stromsburg, Nebraska. Some requirements within the Subdivision may be more restrictive than the building codes of the City.
5. The following general standards of development shall be followed for all dwelling structures constructed within the Subdivision.
  - a. The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks, or enclosed decks shall be as follows:
    - i. If one story, no less than 1,500 square ft. of living space.
    - ii. If two story, not less than 1,500 square ft. of main floor living space.
    - iii. If Split level, not less than 1,500 square ft. of main floor living space.
    - iv. If owner purchases any of the lots listed which are above 20,000 square feet (Lots 5, 6, 10, 11, 12, 15, 19), the minimum floor area will not be less than 2,000 square ft. of living space on main floor.
  - b. All garages shall not be less than a two car and must be attached directly to the dwelling or connected thereto by a breezeway or similar approve structure. A garage, secondary or appurtenant building shall be permitted provided that it shall be constructed of the same material and quality construction as the outside finish and roof of the main dwelling structure. Any garage, secondary or appurtenant building may not be taller than the main dwelling structure.
  - c. Setbacks of dwellings from the lot lines shall be as required by any applicable City of Stromsburg zoning ordinances. Air conditioner units, patios, walks, window openings, and similar items permitted under the zoning ordinances may be located within the setback area.
  - d. All roof pitches shall be a minimum of 5:12.

- e. Color: The exterior color of any residence constructed upon a lot shall be of earth tones, white, or such other color approved by the Elementary Park Subdivision Home Owners Association.
  - f. Roof requirements: The roof of each family residence constructed upon any lot shall be covered with built-up asphalt shingles (minimum 250 lb. weight) such as Horizon or Heritage II or equivalent that is approved by the Elementary Park Subdivision Home Owners Association
  - g. All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot owner.
6. The City of Stromsburg will have sole and exclusive right to initially establish grades, slopes, and/or contours on all lots and to fix the grade upon which any residence shall be placed or constructed upon any lot. Once such grades, slopes, and/or contours have been established by the City of Stromsburg, they shall not be changed in connection with the construction of any single family residence on a lot without written permission from the City of Stromsburg. In no event will any such lots be graded or sloped so as to change the flow of surface waters to or from adjoining lots. If any damage is caused to an abutting lot during construction, the lot owner of the lot upon which construction is taking place shall be responsible for repairing such damage and returning the abutting lot to its original condition. If upon notice from the city of Stromsburg to repair an abutting lot, the lot owner of the lot upon which construction is or has taken place or his/her contractor fails to comply within seven (7) days of delivery of such notice, the City of Stromsburg may take such measures as may be necessary to repair the damage done to the abutting lot and charge the cost of the measures to the lot owner. Such charges, when shown of record, shall be a lien upon the lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.
7. All garbage and trash receptacles shall have lids and be screened from view from the Front Lot line and must be concealed in an appropriate manner.
8. Lot owners shall be responsible at all times during construction to have in place erosion control measures including, but not limited to, silt fences, straw bales, or other additional measures, which will contain erosion of soil on the lot and prevent tracking of mud into streets by construction vehicles. The adequacy of erosion control measures on a lot shall be subject to



continual review during construction. The Elementary Park Home Owners Association shall have the right to require any lot owner to maintain silt fences or other additional measures if soil is observed to be eroding into abutting lots, sidewalk or into any street or private roadway. If upon notice from the Elementary Park Home Owners Association to repair, maintain or take additional measures to control erosion, the lot owner of any lot or his/her contractor fails to comply within forty-eight (48) hours of delivery of such notice, the Elementary Park Subdivision Home Owners Association may take such measures as necessary to control the erosion and charge the cost of the measures to the lot owner. Such charges, when shown of record, shall be a lien upon the lot and shall bear interest at the rate of sixteen percent (16%) per annum, or the maximum rate allowed by law, whichever is less, until paid.

9. During construction of any single family residence on a lot, a dumpster shall be placed on the lot and no material may be staged or stored in any street, road, or on another lot. Such dumpster shall be covered and must be emptied when full. Lot owner shall cause all building materials, wrappers, and other waste to be placed in the dumpster, and shall promptly pick up and properly dispose of any debris caused by wind, vandalism, or careless disregard which is on the lot or has been distributed upon neighboring properties.
10. Each lot owner, other than the City of Stromsburg, shall be, and does hereby assume, any and all responsibility or liability for the construction and installation of public sidewalks parallel to each street which abuts the lot or lots owned by such lot owner. All sidewalks parallel to such street or road which abuts a lot shall be constructed and paid for by such lot owner upon the earlier date of, to wit: (a) the construction of the single family residence constructed upon such lot, or (b) whenever required by the City of Stromsburg, whichever is first. Each individual lot owner, other than the City of Stromsburg, shall indemnify and hold the City of Stromsburg harmless from any liability or cost incurred in connection with the installation of or payment for any public sidewalk parallel to each street or road which abuts the lot owned by such lot owner. On lots that front the cul-de-sac, the sidewalks shall be constructed on the same radius as the street and shall be located so the inside edge of the sidewalk is the same distance from the lot line as are sidewalks constructed on streets that run in a straight line. Thereafter all property owners shall be required to maintain and keep the sidewalk in good repair for the safe travel of the pedestrian public.

11. No exterior television or radio antenna, exterior solar heating or cooling device, or wind-powered electric generators of any sort shall be permitted on any lot unless such apparatus is approved by the Elementary Park Home Owners Association and is installed in such a manner that is not visible from any street.
12. No lot or lots shall be divided or split to create small building areas. A dwelling must be built on each individual lot. A lot will not be allowed to be purchased to serve as a buffer and not have a house built on the lot.
13. No lots shall be combined to provide larger building areas. It is the intent of City of Stromsburg to provide as many houses in the development as possible yet provide larger lots.
14. No basement house (earth home) shall be built on any lot.
15. Commencement of construction of a residential dwelling on any lot must begin within eighteen 18 months from the date title is conveyed by City of Stromsburg. In the event construction is not commenced within the eighteen (18) months from the date of conveyance by the City of Stromsburg, the City of Stromsburg shall have the option to purchase the lot for its original sale price, less any real estate commissions or other closing costs paid by the City of Stromsburg at the time of the original sale.
16. The dwelling must be completed within twelve months from commencement of excavation.
17. Grass must be established on any lot within ten (10) months of the issuance of an occupancy permit for said lot.
18. Underground sprinklers shall be required in the front yards of all properties. Said systems must be plumbed in to the City of Stromsburg water supply system so that all water is metered and be fully functional and operational.
19. Any owner may construct on his/her front lot line an ornamental fence not to exceed three feet in height or may plant and permit to grow an ornamental hedge trimmed at all times not to exceed three feet in height, all to define his/her property. Any owner may construct on rear lot line or side lot lines, but not forward of the front set back line, chain link or other decorative fences or plant hedges all in excess of the three feet limit for privacy and pet control.



20. No fence (side, rear, or front) shall be constructed of barbed wire, of woven wire, or creosote treated material above ground or any unsightly material. Chain link fence is permissible as set forth in Paragraph 19 above.
21. No sod, earth, sand, gravel, or trees shall be removed to the injury of the value of the appearance of any lot; normal excavation for foundations and buildings and landscaping permitted. No unused building materials, junk, or rubbish shall be left exposed on any lot, except during the actual building operation.
22. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any lot at any time unless the repair takes place within an enclosed building or structure.
23. The City of Stromsburg will govern the ability of all persons to park on the street and adopt any ordinances to control parking as the governing body may determine.
24. No sign of any kind or billboards shall be displayed to the public view on any lot, except on one sign of not more than 5 feet square advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.
25. Certain easements are established for installation and maintenance of utilities, such as easements being clearly marked on the recorded plat of the Subdivision and/or recorded with the Polk County Register of Deeds.
26. All lots in the Subdivision and road right-of-ways adjoining said lots and all improvements thereon shall be kept neat and in good repair and not allowed to grow in weeds.
27. If a tree buffer is planted on any of the perimeters of the subdivision, each property owner is responsible for maintaining any trees in the tree buffer that are located on the owner's property. If a tree in the tree buffer dies or is severely damaged or diseased, the owner of the property on which such tree is located shall replace the tree with a tree of the same kind and of not less than five (5) feet in height within a timely manner.
28. These Restrictive Covenants are to run with the land and shall be binding on all persons and all parties claiming ownership of the lots in the Subdivision. These Restrictive Covenants may be terminated, modified, in writing, by the owners of a majority of the lots within the Subdivision

and the City of Stromsburg at any time. Until such time as the lots are sold, the City shall be entitled to one vote on behalf of each lot.

29. If any owner of any lot, or their heirs or assigns, shall violate or attempt to violate any of the covenants, restrictions and conditions herein set forth in these Restrictive Covenants, it shall be lawful for any other person or persons owning any real estate in the Subdivision to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, restrictions, and conditions and to prevent him/her, or them from so doing or to recover damages for such violations.
30. If any covenants, restrictions, or conditions herein set forth are violated and declared void by a court of competent jurisdiction, the remaining covenants, restrictions and conditions shall not be affected but shall stay and remain in full force and effect.
31. The City of Stromsburg shall act as the Elementary Park Subdivision Homeowner's Association and shall enforce all restrictive covenants, and review and approve all building plans until such time as five (5) lots shall have been sold.
32. This agreement and the faithful performance of the terms thereof shall be binding upon the heirs, administrators, executors, assigns, grantees and devisees of the parties to this contract, and upon the purchaser or purchasers of any lot or lots in the Elementary Park Subdivision.

The City of Stromsburg has caused these presents to be executed this 8th day of August, 2012.

City of Stromsburg

By: Mayor

STATE OF NEBRASKA

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COUNTY OF POLK

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The foregoing instrument was acknowledged before me this 8th day of August, 2012, by Kenneth Everingham, Mayor of the City of Stromsburg.

Notary Public

