

NORTHRIDGE FARMS  
RESTRICTIVE COVENANTS

The undersigned, Southwoods, Inc., a Corporation hereby states, declares, and publishes that each and all of the lots in the property described as: The North one half of the Southeast Quarter of Section 2, Township 16 North, Range 12 East, of the 6th P.M. Douglas County, Nebraska, being Lots one (1) through fifteen (15), of Northridge Farms subdivision, are and shall be owned, used and conveyed under and subject to the following covenants, conditions, easements and restrictions, to wit:

(1) Before the commencement of any building, an application or form provided by the Developer, Southwoods, Inc., must be filled out and submitted with building plans and approved by an architectural control committee to be named by the Developer. Said Committee shall use reasonable criteria with respect to design, material, structure, and workmanship to determine approval.

(2) Each residential dwelling erected in the subdivision shall have a minimum of 1,200 square feet of living space on the ground floor, exclusive of any basement area, or any garage areas.

(3) Concerning all buildings other than residential dwellings, the following provisions are to be made and adhered to:

(a) Any buildings, other than the aforementioned residential, necessary for useful and enjoyable ranchette ownership shall be of good design, painted, and constructed with materials approved by the Architectural Control Committee. No express square footage of area is required for these buildings: however, they should exceed in size the classification of "outbuilding" and generally be kept clean, well-painted and in a good state of maintenance and repair.

(b) Upon failure to meet the conditions of repair and appearance, as outlined above, it shall be lawful for any other person or group of persons owning property in said development to clean up said property and charge all cost to the owner. All trash and garbage shall be contained and enclosed in metal or plastic containers.

(c) No building shall be erected on any lot nearer than <sup>100</sup> from the front property line, 20' from the side lot lines, and 35' from the back lot line.

(d) No trailer, mobile home, basement, garage, tent, barn or outbuilding shall be erected on a tract at any time, for use as a residence.

(e) Any and all living quarters for servants, trainers, or worker-assistants must be approved by the Architectural Control Committee.

(4) A perpetual easement consisting of a minimum of ten feet is reserved on each side of all interior lot lines except along driveway easements, and except along portions of the lot lines of tract number 8, as indicated on the attached plat (total width for said easement equals 20'). No building, fence, or other structure of any kind may be erected, altered, placed or permitted to remain within the limits of said easements. It shall be the responsibility of each land owner to maintain said easement adjacent to his particular tract. Said easement is designed primarily for the installation of utility lines, and as bridle paths.

(5) No tract or tracts as shown on said subdivision shall be subdivided, resubdivided, altered, or changed, so as to produce less than 87,120 square feet (2 acres).

(6) Household pets may be kept and maintained on the premises for the use, benefit and pleasure of the owner of the tract, his guests and servants. In no case shall the number of animals, excluding horses and/or ponies, number more than four (4) per tract. The number of horses and/or ponies permitted on each tract shall not exceed two (2) per acre.

(7) No objectionable, unlawful, or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

(8) Each tract owner shall comply with all county and state health requirements and permits, and observe all rules and regulations of the Planning and Zoning Commission of Douglas County, Nebraska in the use and ownership of his tract.

(9) If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings against the person or persons violating or attempting to violate any of the covenants herein, and either to prevent them or him from committing any violation or to recover the damages or other dues for such violation. Any failure or neglect on the part of any owner

of any tract or parcel of land in said subdivision to demand or insist upon the observance of any covenants or provisions contained herein, or to proceed for the restraint of violation thereof shall not be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereof. Any covenant or provision herein may be enforced at any time, notwithstanding violations thereof that may have been suffered or permitted theretofore, and no waiver of any covenant or provision herein in any particular shall be deemed a waiver of any other default hereunder, whether of the same or of a different nature.

(10) Invalidation of any of these covenants by judgement of any court of competent jurisdiction shall in no way affect any of the provisions which shall remain in full force and effect.

(11) A Community Association is hereby authorized to be created at any future date by the owners of a majority of the lots in said subdivision. The owner or owners of each residential lot shall be entitled to one voting membership in said association. The purpose of the association shall be for upkeep, promotion and maintenance of said subdivision, particularly the community areas and easements for bridle paths.

(12) All driveway easements shown on the attached plat are reserved for the construction, installation, operation, and maintenance of additional roadways. It shall be the joint responsibility of all lot owners whose property abuts said roadways to maintain same for the service of said lot owners. Southwoods, Inc., or its assigns reserves the right to enter upon any vacant or unattended lot for the purpose of improving its general appearance, to mow weeds, etc., should same become necessary without being classified as a trespasser provided, however, that the owner of the lot shall pay any expense incurred on this account.

(13) By the purchase of any lot in this development, the owner of any such lot hereby waives his right to object to or remonstrate against the formation of a cooperative organization or entity intended to provide facilities to the residents of such addition.

(14) These restrictions and covenants may be amended or rescinded by written instrument signed by the then owners of fifty-one percent (51%) of the lots in this subdivision, which instrument of amendment or rescission shall be filed or recorded in the office of the Board of County Commissioners of Douglas County, Nebraska. These restrictive covenants shall be binding upon all persons claiming under and through Southwoods, Inc. until January 1, 1985.

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February 28, 1973  
South Wood Inc.

President  
Robert J. Kincaid  
Secretary & Notary  
Ralph W. Anderson

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THE STATE OF NEBRASKA  
Douglas County  
Entered in Numerical Index and Filed  
for Record in the office of the Register of  
Deeds of said County and recorded in  
Book 519 of Mer  
Page 357

C. Harold Ostler  
Register of Deeds

By \_\_\_\_\_ Deputy

MAIL Southwoods Inc  
10730 Pacific

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