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PROTECTIVE COVENANTS

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The undersigned LDR, Inc., a Nebraska Corporation as owner of all of the land covered by the plat of Timberwoods a proposed subdivision in Dodge County, Nebraska does hereby covenant, declare and publish for the benefit of all persons now, or hereafter owning real property in the Timberwoods subdivision described as follows, to-wit:

Lots 1 through 13, Timberwoods subdivision, a subdivision in Dodge County, Nebraska, as surveyed, platted and recorded.

Shall be owned, used, conveyed and held under and subject to the following covenants, conditions and restrictions, to-wit:

1. All lots in the tract shall be known and described as residential lots and used for residential purposes only. Not more than one house shall be built on any one of said lots provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.

2. Complete plans and specifications for all structures must be approved by the Board of Directors of the Homeowners Association prior to the commencement of any construction in said development. A plot plan must be included with specifications.

3. No structure of any kind other than a residence, such as trailers, tents, mobile homes, double wide trailers, separate garages, storage sheds, or barns shall be erected or placed on any lot for any purpose including but not limited to the temporary or permanent living quarters or otherwise.

4. No dwelling (residence) shall exceed two and one-half stories in height.

5. The minimum size of permanently enclosed living space of each residence shall be no less than 1,400 square feet, excluding basement area.

6. Each dwelling must have a connected private, enclosed garage of not less than twenty-two by twenty-two feet.

Only wood shingles may be used on all dwellings and garages.

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7. All lots shall be neatly maintained at all times, all grass and weeds shall be kept under a maximum height of eight inches above ground level. There shall be no accumulation of debris, machinery, disabled automobiles, or offensive materials of any kind.

8. Easements and rights of way are hereby expressly reserved for the creation, construction, and maintenance of utilities, such as lake maintenance, gas, water, telephone, electricity, septic tanks and sewer. Such easements and rights of way shall be confined to the front (southerly side) thirty-five feet of each lot, except lot 1, and ten feet along each side lot line. On lot 1, a ten foot easement on the easterly side and a thirty-five foot easement on the westerly and southern sides of said lot 1 is reserved.

9. Only septic tanks which are to be constructed according to the requirements of the Sanitary & Improvement District for the Timberwoods Subdivision may be used. One septic tank for each two lots may be used as shown on the plat for subdivision. The septic tanks shall only be connected to the outfall line to be constructed by the S.I.D. and connected to the Sanitary & Improvement District Lagoon System. The maintenance and pumping of the septic tanks shall be the responsibility of the S.I.D.

10. Each lot in this subdivision must provide for its own water system. Only cased wells which are drilled by licensed well drillers according to state specifications may be used.

11. No residence on lots 2 through 13 shall be located nearer than thirty-five feet to any side lot line, nor closer than one hundred feet from the street lot line, nor closer than seventy-five feet from the rear lot line. On lot 1 no residence shall be located nearer than thirty-five feet to the easterly lot line or closer than seventy-five feet to the shore side or fifty feet from the western and southern sides of the lot.

12. No fence or hedge shall be erected or maintained on any lot which would unreasonably restrict or block the view from an adjoining lot, or which would impair the continuity of the general landscaping plan of the subdivision. No wall, fence or hedge of

any kind shall be constructed or planted on any lot without the prior approval of the Board of Directors of the Homeowners Association.

13. No animals of any kind (excepting ordinary house pets in reasonable numbers as determined by the Board of Directors of the Homeowners Association) shall be kept or maintained on any lot covered by this declaration.

14. No outdoor antenna or satellite dish of any type or for any purpose shall be erected or placed on any lot covered by this declaration.

15. No garbage, refuse, rubbish or cuttings shall be deposited on any street, road or portion of this subdivision or any portion of the surrounding area unless placed in suitable containers discretely concealed so as not to be visible from other lots or streets.

16. The structure and the grounds of each lot shall be maintained in a neat and attractive manner. Upon the owners failure to do so, the Board of Directors of the Homeowners Association may, at its option, after giving the owner thirty days written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed from any lot.

17. Upon the owners failure to maintain the exterior of any structure in good repair and appearance, the Board of Directors of the Homeowners Association may, at its option, after giving the owner six months written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any such maintenance referred to in paragraphs 16 and 17 above shall be assessed against the lot upon which such maintenance is done and shall be added to and become a part of the periodic maintenance, assessment or charge to which such lot is subject under the rules and regulations of the Homeowners Association.

18. All private driveways from the garage to the lot line shall be of concrete or asphalt material and must be constructed and completed at the time or before the house or residence is completed.

19. All approved construction must be completed no later than twelve months after commencement.

20. No camping trailer, travel trailer, boat trailer, motor home, truck or other recreational vehicle may be maintained, stored, or kept on any of the lots covered by this declaration for more than fifteen days in any one calendar year, unless housed completely within a structure allowed on said lots by other provisions contained herein.

21. Any outside fuel tanks and/or appurtenances must be buried beneath ground level and/or concealed from view of the street and lake by approved fence or hedge. The erection and maintenance of any fuel tanks appurtenances, including but not limited to heat exchangers, must be approved by the Board of Directors of the Homeowners Association. No drainage of any kind will be allowed into the lake area.

22. All residences shall have grass or alternative landscaping which has been previously approved by the Board of Directors of the Homeowners Association in the front and side yards of each residence.

23. These restrictive covenants shall run with the land, and each person, firm or corporation taking title to the above-described property, or any part thereof agrees to be bound by said restrictive covenants, the same as if written in the instrument under which said person, firm, or corporation acquires title to said real property or any part thereof. These covenants may be altered, amended or modified by an instrument in writing executed by all of the owners of the land above-described, which instrument shall be recorded in the manner provided by law.

24. Each of the restrictive covenants contained herein is severable and separate. Invalidation of any one of these covenants by judgment or court order shall in no way effect the validity and enforceability of any of the other covenants or restrictions herein contained.

IN WITNESS WHEREOF, LDR, Inc., being the owner of all of said property has executed these restrictive covenants this 18th day of December, 1991.

LDR, INC.

By: Larry D. Reed
President

ATTEST:
Dorothy Hartman
Secretary

STATE OF NEBRASKA)
Dodge) SS
DOUGLAS COUNTY)

On this 18th day of December, 1991, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Larry D. Reed, President of LDR, Inc., a Nebraska Corporation, who is personally known to me to be the identical person whose name is affixed to the above and foregoing Protective Covenants, and he acknowledged the execution of said instrument to be his voluntary act and deed and the voluntary act and deed of said LDR, Inc.

WITNESS my hand and official seal in said County and State, the date last above written.

Mary Lou Cook
NOTARY PUBLIC

My commission expires:

