

DEER RIDGE COOPERATIVE ASSOCIATION  
PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

The Deer Ridge Cooperative Association, a Nebraska Corporation, being the owner of Deer Ridge, a Subdivision in Douglas County, Nebraska, does hereby state, publish and declare that all lots contained therein are and shall be owned and held under and subject to the covenants, conditions and restrictions herein set forth:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1977, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. If the owner of any lot in said subdivision or any other person, or their heirs or assigns, shall violate or attempt to 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 at law or in equity against the person or persons attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other due from such violation; but this instrument shall in no wise be construed as placing any liability or obligation for its enforcement upon the undersigned. Invalidation of any one of the covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

2. All lots in the tract shall be known and described as residential lots, except lot C, which may be used for recreational purposes only. All dwellings shall be single family dwellings. All structures are not to exceed two stories in height and shall have a minimum of a double, side by side attached or double, side by side under house garage. Outside burning of trash of any kind is prohibited.

3. No building, fence, wall, signboard or other structure shall be erected, altered or placed on any building plot in the subdivision until complete plans, specifications and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Committee of the Deer Ridge Cooperative Association as to use, conformity and harmony of external design with existing structures, topography and finished ground elevation.

4. That 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.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. Dwellings shall be restricted to the following minimum square foot ground floor area for certain lots of the subdivision as set forth below. Lot numbers and the minimum ground floor area for houses (exclusive of garages, breezeway and porches) are as follows: 1400 square foot ground floor area exclusive of garages include lots # 5-18 incl., 37-54 incl., 29-34 incl., 82-113 incl., 132-133 incl., 152-153 incl., 170-171 incl., 196-200 incl., 202, 220-226 incl., 232-236 incl., 250-256 incl., 263-264 incl., 280-281 incl., 303-304 incl., 313-331 incl., and 351, except that in a full two story home, the minimum ground floor area may be reduced to 1000 square feet on each floor. 1200 square foot ground floor area exclusive of garages include lots #1-4 incl., 19-28 incl., 35, 36, 55-81 incl., 114-131 incl., 134-151 incl., 154-169 incl., 172-195 incl., 201, 203-219 incl., 227-231 incl., 237-249 incl., 257-262 incl., 265-279 incl., 282-302 incl., 305-312 incl., 332-350 incl., 352 and Lot B, except that in a full two story home, the minimum ground floor area may be reduced to 1000 square feet on each floor.

All chimneys must be of Class A materials and brick or stone faced. All front elevation concrete or cement block foundations, if exposed must be faced with brick or stone.

7. An easement is reserved over the rear 5 feet of each lot and over 5 feet of each side lot line for utility installations and maintenance, this reservation including the right to excavate and to trim or remove trees, shrubs, vegetation or improvements therefrom if necessary.

8. Minimum building setback lines for Front Yard Setback are 40 feet, for Side Yard Setback 10 feet, for Back Yard Setback 35 feet. The Street Side Yard Setback on a corner lot shall not be less than 20 feet. Any grade change exceeding 18 inches or more must have the approval of the Architectural Committee.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided in the building setback lines for front and side streets, but such portions of any lot may be used only for a lawn, for the growing of flowers or other ornamental plants; hedge, shrubs and trees and for walks and drives; provided that the trees, shrubs or hedges shall be planted or maintained in such proximity to any right-of-way, street or sidewalk as will not interfere with the proper use and maintenance thereof and with an unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles, and provided further that no objectional trees, plants or shrubs shall be permitted to remain on any part of any lot.

10. All lawns, trees, shrubs, hedges, walls, fences and any other appurtenant growth or structure shall be kept and maintained in a safe, neat and orderly manner. The Association reserves the right to enter upon any lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, removing dead or unsightly portions thereof and repairing walls or other appurtenant structures, whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the Board of Directors of the existence of the objectionable condition.

11. Erection and maintenance of any stable or other shelter for livestock or fowl and the keeping of dog kennels, livestock and fowl within the subdivision are prohibited. A dog enclosure of galvanized chain link fencing may be permitted with the Board of Directors permission, provided the fence is no more than 48 inches in height and is located behind the rear house line and no closer to side lot lines than the building line and no closer to the rear line than 20 feet. Only one dog may be permitted in said enclosure. Galvanized chain link, only, fences may be permitted with the Board of Directors permission, provided the fence is no more than 48 inches in height and is located around the back yard only, being no closer to the front than the rear house line. Outside trash containers are prohibited. No filling material shall be brought in and used on any lot except unmixed earth, stone, gravel or sand. Earth removed from building lots must be utilized within the subdivision at the discretion of the Architectural Committee.

12. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be placed or maintained within the subdivision, nor shall any notice or advertisement be displayed by any person, corporation or association, carrying on a permitted business or a trade or profession therein, without the permission in writing of the Board of Directors of the Deer Ridge Cooperative Association.

IN WITNESS WHEREOF, the said Association has caused its hand and seal to be affixed this 25th day of June, 1962.



DEER RIDGE COOPERATIVE ASSOCIATION

By Ronald G. Olson  
President

Attest: [Signature]  
Secretary

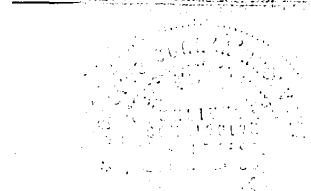
STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS.

On this 25<sup>th</sup> day of June, 1962, before me the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Ronald G. Olson, President and Morton A. Richards, Secretary of Deer Ridge Cooperative Association, a corporation, to me personally known to be the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said county the day and year last above written.

Margaret See  
Notary Public

My Commission expires the 18th day of September, 1967.



*Handwritten initials*

RECEIVED  
1962 JUL 24 PM 3:26  
THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

STATE OF NEBRASKA  
Douglas County  
Office of the Registrar  
County and Registrar  
384  
41  
*Misc*

*Handwritten signatures and notes*  
724  
77-630  
91.00  
718  
73