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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Liberty Development
P.O. Box 100

Elkhorn

NE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
68022

THIS DECLARATION is made on the date hereinafter set forth by Arthur M. Greene and Deborah Greene husband and wife, hereinafter referred to as "Declarant", and those other signatories hereto who join in this Declaration and all of the actions taken by the Declarant herein by their signatures below.

WITNESSETH:

WHEREAS, Declarant is the owner of lots 44 thru 74, inclusive of Trailridge Ranches, a subdivision in Douglas County, Nebraska, located in the Northeast Quarter of Section 35, T15N, R10E, of the 6th P.M., in Douglas County, Nebraska, does hereby create, adapt, declare and establish the following restrictions upon the following described properties:

Lots 44 thru 74, inclusive, in Trailridge Ranches, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded. (the "property")

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of the Property for the purpose of protecting the value and desirability of the said property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Property or any part thereof their heirs successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

RESTRICTIONS AND COVENANTS

1. **Residential Purposes Only.** The Property shall be used only for single-family, residential purposed, except for such Parcels or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use. Provided, however, this prohibition shall not apply: (a) To any building or structure that is to be used exclusively by a public utility company in connection with the furnishings of public utility services to the Property; or to any portion of the building used by the Declarant or Liberty Development Corporation, a Nebraska Corporation hereafter referred to as "Liberty", (Developer) its licensees or assigns, for a manager'S office or a sales office. Construction of residential dwellings must be completed within one year after excavation for footings, or five (5) years from date of conveyance by the Declarant to the owner, whichever occurs first.

2. **Subdivision of Parcels Prohibited.** No lot shall be used as a building site for a residential structure if the lot has been reduced in area below its originally platted size, unless such lot split or subdivision has been approved in writing by the Declarant or Liberty. Declarant and Liberty hereby establishes, the policy that it will consent to only one subdivision of any platted lot and that it will not approve a lot of less than one acre (43,560 square feet) area as a build able lot.

3. **Noxious Activities.** No noxious or offensive activity shall occur on the Property, nor shall any trash, ashes or other refuse be thrown, places or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Any exterior lighting

installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of any adjacent property. No outside repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles shall be permitted on any lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any lot. No unused building material, junk or rubbish shall be left exposed on the lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be maintained or stored on any part of a lot (other than in and enclosed structure) for more than twenty (20) days within a calendar year unless such item is parked or stored in a building or on the rear one-half of the lot and in a manner so as not to be visible from neighboring properties. No motor vehicle may be parked or stored outside on any lot, except vehicles driven on a regular basis by the occupants or guests of the dwelling located on such lot. No grading or excavating equipment, tractors or semi-tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. Nor shall the land likewise be used in any manner that will or might cause any noise which could, would or does disturb the peace, quiet, and comfort or serenity of the occupants of the surrounding property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any lands in the subdivision. All of the above shall also apply to any and all streets and Right of ways.

4. **Temporary Structure.** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the Property 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; prior to occupancy, the entire building must be substantially completed and the exterior must be fully completed.

5. **Accessory Buildings.** All accessory buildings including detached garages, shall be of wood, brick, or decorative masonry (excluding quonset huts and nonfactory or factory designed and built metal buildings, which are prohibited on the Property), and shall conform to good architectural design, and shall be harmonious and compatible with neighboring properties. All detached garages and accessory buildings shall be of the same architectural design as the residence and shall be located behind the rear building line of same.

6. **On-Site Construction.** No dwelling constructed in another location shall be moved to the Property.

7. **General Building Restrictions.** The finished and enclosed living area of residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than the following minimum sizes: All residential structures must have basements equal to the main floor living space.

A. For a ranch style (one level) home, the ground floor (or main level) shall contain not less than 1,725 square feet of finished living area on the main floor.

B. For a one and one-half (1 ½) story home, the ground floor (main level) shall contain not less than 1,500 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 2,300 square feet.

C. For a two-story home, the ground floor (main level) shall contain not less than 1,200 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 2,400 square feet.

D. No split entry or split level homes shall be allowed.

The maximum height for any building shall be two (2) stories, and all residences shall be built with an attached garage for not less than three (3) cars.

8. **Building Set-back Requirements.** The minimum, front, side and rear yard requirements of the City of Omaha, Development Reserve zoning district is now enacted and shall govern this subdivision. Any waiver or change of such restrictions by the City of Omaha shall not be effective to alter this covenant unless the undersigned likewise consents in writing to such waiver or change.

9. **Exterior Details.** The roofs of residential dwellings and outbuilding shall have Heritage asphalt shake or fiberglass laminated shake shingles which are premium grade and heavy weight, with a minimum 35-year warranty. Exposed portions of the foundations on the front shall be clay fired brick. The sides and rear exposed foundation of each dwelling and outbuilding are to be covered with clay-fired brick or stucco from outside corner to outside corner of structure. All exposed portions of fireplace chimneys shall be faced with clay-fired brick or stone; however, in the event a fireplace is located in the rear of the dwelling, or if less than 50 percent of an interior chimney is visible from the street, then said chimney may be covered with siding. In addition, the entire house may be of an Exterior Insulation Finishing System (EIFS), in which case the foundation and chimney shall be an EIFS finish; a combination of brick, stone, and/or EIFS is an acceptable exterior finish. Siding shall be horizontal lap siding only, vertical siding or sheeting is prohibited. Exterior colors used in new construction or in improvements such as periodic repainting shall be neutral or earth tones and are subject to Architectural approval by the Liberty.

10. **Driveways.** All driveways shall be constructed of concrete, brick, or asphaltic concrete.

11. **Trash Screening Required.** Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence.

12. **No primary flat or mansard roof shall be permitted on any dwelling.**

13. **Public Sidewalks.** Public sidewalks are the responsibility of, and shall be constructed by, the then owner of a lot prior to the time of completion of a dwelling and before occupancy thereof. In addition, sidewalks shall be constructed immediately abutting vacant lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon. Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits. In any event, all sidewalks shall be constructed upon both sides of any public streets within three (3) years of the recording of the subdivision plat. The extent of sidewalk, location, construction details, materials and grades shall be in accordance with the regulation of the City of Omaha and any revision thereof. (4 foot wide, 4 inches thick and 4 foot from the curb.) The maintenance of said sidewalks, after construction, shall be the responsibility of the owners of each of the lots.

14. **Water Drainage.** The declarant has created a water drainage plan by grading the properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.

15. **Septic Tanks and Common Septic.** No septic tanks shall be located and installed on any lot unless same shall be a minimum to 500 feet from the well site located in the Sanitary and Improvement District No. 284 parcel. However when absolutely necessary, and upon notification and approval by the State of Nebraska Department of Health and the undersigned, a septic tank may be located on a lot a distance less than 500 feet but in no event shall said septic tank be installed a distance less than 300 feet from the well site. Lots: (55,56,57), (62,63,64), (58,59) are granted access by easement to lots: 46, 66, 75 for the construction, maintenance, and repair of its septic systems. Each property owner that uses lots, 46, 66, 75 for its septic system is required to fully restore and maintain the property back to its original condition at the sole expense of the owner whose lot it benefits. If and when construction, repair or maintenance is needed, all cost related to these actions are the sole responsibility of the lot owner whose lot the improvements benefit. Lots (55, 56, 57), (62, 63, 64), (58,59) are granted the exclusive right to enter the septic lot on the easement only where it's

septic system is, or is to be constructed, maintained or repaired at anytime for the sole purpose'S listed above. Let it be noted that a verbal, 24 hour notice should be given to the septic lot owner, unless it is an emergency , at which time a verbal explanation should be given out of common courtesy. The owners of lots (55, 56, 57), (62, 63, 64), (58, 59) are required to maintain liability coverage for any and all actions taken on their parts for construction, repair, or maintenance, of said septic system on said septic lot. At no time is the owner of the septic lot liable for any loss or damage relating to anything involving said septic system on the septic lot. The owners of the septic lots may make improvements to that portion of the lot set aside by easement for the construction, maintenance, or repair of said septic systems. Subject to the following, such improvements must have prior written consent of Liberty and/or its successor and in no event can any improvement interfere or obstruct the sole purpose of that portion of the septic lot set aside by easement for the septic systems. Liberty , may deny any request for any improvement on that part of the septic lot set aside by easement if its thought to interfere in any way with any septic system. Note: sprinkler systems and grass are permitted without written consent. If a lot cannot locate its septic system on its own lot, access to a vacant septic lot easement may be granted by the Declarant and Liberty. All septic plans must be approved by Liberty prior to construction. The above written also applies to all easements in relationship to septic lots for the sewer lines.

16. **Easements and Licenses.** A perpetual license and easement is hereby reserved in favor of and granted to the US West Telephone Company, City or County franchised cable television firms and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the caring and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said lots, five foot on all side yards, and said license is being granted for the use and benefit of all present and future owners of said lots; provided, however, that said lot line easement is granted upon the specific condition that if any said utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed by hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings shall be placed in perpetual easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. All telephone, cable television and electric power service lines from property line to dwelling shall be underground. The above written, if it pertains, will also apply to any utility easement not mentioned but recorded such as, but not limited to gas and sewer lines.

17. **Fences, Etc.** No fences may be built forward of the rear wall of the house and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, Liberty shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of wood, plastic, decorative iron, brick, or stone and are subject to the approval of Liberty. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited. No fences or walls shall exceed a height or six (6) feet. All produce or vegetable gardens shall be maintained only in the rear one-third of each lot. No clothesline or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level. Entrance, driveway and sidewalk, posts, markers, and fences maybe constructed, but only with the prior written consent of Liberty . Liberty reserves the right to deny such requests with or without cause or explanation. Liberty may request submitted plans be amended to conform to the overall conformity of the development.

18. **Trees.** Not less than 6 ornamental or deciduous shade trees must be planted on each lot, three (3) of which must be located in the front yard, within six (6) months after completion of the residence, and thereafter maintained in good growing condition, and replaced as necessary.

19. **Billboards and Nuisances Prohibited.** No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot except one (1) sign per lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any lot or any resident

thereof. Further, no business activities of any kind whatsoever shall be conducted on any lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by the Declarant or Liberty, their agents or assigns, during the construction and sale of the lots.

20. **Maintenance of Equipment and Vegetation.** Any exterior air conditioning condenser unit shall be placed in the rear yard or side yard so as not to be visible from public view. None of the Property shall be used in whole or part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eyes, or not compatible to the surrounding dwellings; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor. Yard clippings and composted materials used for land conditioning must meet the above conditions and restrictions. All rubbish, trash and garbage shall not be permitted to remain on any lot in the subdivision, and shall be removed from the subdivision and shall not be burned within the subdivision by open fire, incineration or other means.

21. **Plantings and Ground Cover.** Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any portion of the property. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use or maintenance of any street or walk, or the unobstructed view at street intersections or otherwise interfere with or hinder the safety of vehicles and pedestrians. The owner shall take whatever steps are necessary to control and eliminate noxious weeds on his property. Ground cover shall be maintained on all lots sufficient to prevent erosion; each owner shall be required to seed or sod his lot, including vacant lots with grass or brome grass, and to mow and maintain same to a height not to exceed twelve (12) inches. Any and all dead trees and shrubbery must be removed promptly at owner'S expense.

22. **Outside Antennas, Etc.** Outside radio or television antennas shall not be erected on any lot or structure with the exception that television satellite antennas may be erected provided they are positioned to the rear of the rear building line of the residence and screened by plantings or approved fences so as not to be obvious or readily visible from the street and from neighboring properties, subject to Architectural approval by Liberty.

23. **Animals.** No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the owner.

ARTICLE II.

ARCHITECTURAL CONTROL

1. The Declarant hereby assigns architectural, plan and building approval and covenant enforcement authority, under these Covenants to Liberty, and its successors and assigns. Liberty by executing these Covenants below hereby accepts the assignments of these obligations.

2. No dwelling, building, fence, or other than fences constructed by Liberty; wall, pathway, driveway, satellite antenna, patio, patio cover or enclosure; deck, rock garden, treehouse, swimming pool, tennis court, dog house, flag pole, solar heating or cooling collecting panels, device or equipment, tool shed, or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, places, planted, remodeled, altered, or otherwise maintained or permitted to remain on any lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of Liberty.

3. Liberty shall consider general appearance, exterior color or colors, architectural character, harmony

of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain neutral and earthtone hues will be acceptable. In this regard, Liberty intends that the lot within the property shall form a developed residential community with homes constructed of high quality materials consistent with this Declaration. Liberty specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the lots.

4. Documents in duplicate submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the Improvements may be required of the applicant at the discretion of Liberty. Each applicant shall submit to Liberty the following documents, materials, designs and/or plans (herein collectively referred to as the "plans").

a. Site plan indicating specific improvements and indicating lot number, street address, grading, location of the structure(S) proposed for the lot, surface drainage, sidewalks, exterior elevations of buildings and structures, landscaping plans, water lines, sewer lines including septic detail on septic tanks and related tile laterals.

b. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, and exterior color or colors.

c. Concurrent with submission of the plans, Owner shall notify Liberty of the Owner'S mailing address.

5. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvements shall be deemed refused by Liberty. Construction on or improvement to platted lots shall not be approved by Liberty, or by default of Liberty'S notification, if said construction will violate any provision of these covenants.

ARTICLE III.

GENERAL PROVISIONS

1. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land and the then current owners thereof, and shall inure to the benefit of and be enforceable by the Declarant, Liberty and their respective successors and assigns, and by any owner of any of the lots, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Declaration shall automatically renew for successive periods of ten (10) years each. This Declaration may be amended at any time by an instrument signed and notarized by the owners of not less than 80 percent of the lots. Any amendment must be recorded. This Declaration may also be amended by Liberty, or any person, firm, corporation, partnership or entity designated in writing by Liberty, in any manner it shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof.

2. **Enforcement.** The Declarant, Liberty, or any Owner of any lot, shall have the right to enforce by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant, or reservation, now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Liberty, or by any Owners to enforce any covenants or restrictions herein contained or to recover damages shall in no event be deemed a waiver of the right to do so thereafter. Nothing herein contained shall in any way be construed as imposing upon the Declarant or Liberty any liability, obligation or

requirement to enforce any of the provisions contained herein.

3. **Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

4. **Assignment of Status as Declarant.** The Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, The Declarant may appoint another entity, association, or individual'S to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. **Sewer and Water Fee.** Each lot owner is required by these covenants to make payment to SID 284 for the water connection fee and payment to Liberty Development Corporation and or its successor or assigns for the interceptor sanitary sewer fee. The water connection fee must accompany the owners request for approval of said building plans and shall be paid by certified funds, or cashier check. If the request for approval is denied the funds will be returned, but if said plans are approved the funds will be immediately forwarded for deposit. The water connection fee will be \$400.00 until December 31, 2000, at which time the amount is subject to change and the interceptor sanitary sewer fee is \$673.20 as of March 13, 1997. The interceptor sanitary sewer fee has been prepaid for each lot by Liberty. This fee must be reimbursed to Liberty on or before the closing of each lot sale by the Buyer. (Note: Approval of plans and commencement of construction is not authorized without the prior payment of these fees. No lot is permitted to connect into the SID 284 water system without first paying the water connection fee and the interceptor sanitary sewer fee.)

6. **Agreement Between the Declarant and Liberty.** Declarant and Liberty agree as follows:

A. During the period of time that the Development Agreement entered into between the Declarant and Liberty dated April 9, 1996 and amended by Amendment No. 1 dated October 16, 1997 (the "Development Agreement") is in effect and Liberty is not in default of any of the terms of the Development Agreement, the Declarant assigns all of its rights as the Declarant under these Covenants to Liberty relative to the Property. Upon termination of the Development Agreement then this assignment shall terminate.


B. In the event Liberty becomes the sole owner of the Declarant'S interest in the property, the Declarant agrees to permanently assign all their rights as Declarant under these Covenants to Liberty.

C. In the event the Development Agreement should terminate and/or Liberty does not become the sole owner of the Declarant'S interest in the Property, then Liberty's authority under these Covenants shall terminate and Liberty shall then permanently assign all its rights as Declarant under these Covenants to the Declarant.

IN WITNESS WHEREOF, the undersigned Declarant and Liberty have executed this Declaration this 7th day of November 1997.

Declarant:


Arthur M. Greene


Deborah Greene

