

PROTECTIVE COVENANTS

The undersigned, OTTO TIMM, TRUSTEE, being the owner of Lot Nos. 1 through 43, inclusive, of Trailridge Ranches, a subdivision in Douglas County, Nebraska, located in the Northeast Quarter (NE 1/4) of Section 35, Township 15 North, Range 10, East of the 6th P.M. in Douglas County, Nebraska, does hereby create, adopt, declare and establish the following restrictions upon the following described properties:

Lots 1 through 43, inclusive, in Trailridge Ranches, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded.

1. Enforcement. If the present or future owners, users or occupants of any of said lots shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute proceedings at law or equity against the person violating or attempting to violate any such covenant and either to prevent him from doing so or to recover damages for such violation.

2. Severability and Waiver. Invalidation of any of these covenants by judgment or Court Order shall in no way affect any of the other provisions. The undersigned reserves the exclusive right to modify, alter or waive these covenants by means of a recorded written instrument as to any lot or lots in cases where the undersigned deems it

necessary or advisable because of unusual circumstances or to prevent hardship.

3. Residential Lots. The following identified lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for recreational, public, church, educational or charitable uses, to-wit:

Lots 1 thru 6, inclusive, lots 8 thru 18, inclusive, lots 20 thru 24, inclusive, lots 26 thru 37, inclusive and lots 39 thru 42, inclusive, in Trailridge Ranches, a subdivision in Douglas County, Nebraska.

4. Recreation Lots. Lot 38 shall be used as a green area and shall be utilized for recreational activities. Lot 43 shall be used as a recreation and equestrian center. Lot 7, lot 19 and lot 25 shall be used for equestrian activities and shall be utilized as a part of the equestrian trail serving the entire subdivision. The above lots 7, 19, 25, 38 and 43 shall serve any additional lots developed as a part of Trailridge Ranches subdivision and more particularly the lots proposed in Phase II of this subdivision and numbered 44 thru 99 inclusive as shown on Exhibit "A" attached hereto.

5. Written Approval. Prior to any construction or grading on residential lots, the owner must first submit construction plans to the undersigned and secure its written approval thereof. Plans shall include site plans showing location of residence, other buildings and structures. Said

plans shall include at least four (4) exterior elevations, exterior material, floor plan, foundation plan, plat plan, landscape plan, drainage plan and site lines. In the event owner contemplates construction of a fence, such plans shall include the type of material to be used in the location thereof. Plans will not be returned to the owner. Within thirty (30) days of receipt of said plans, the undersigned shall either notify the owner in writing of its approval of plans or disapproval with reasons therefore, but if undersigned shall fail to send either notice within the thirty (30) day period, then such plans shall be deemed approved. Said plans shall also include the plans, specifications and diagram for the septic system.

6. Restrictions On Construction. Construction or improvement of any residential lot shall be subject to the following restrictions:

a. Minimum Yards. The minimum, front, side and rear yard requirements of Douglas County single-family one zoning district is now enacted and shall govern this subdivision. Any waiver or change of such restrictions by Douglas County shall not be effective to alter this covenant unless the undersigned likewise consents in writing to such waiver or change.

b. Minimum Buildable Area. 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 undersigned. The undersigned hereby establishes the policy that it will consent to only one subdivision of any platted lot and that it will not approve a parcel of less than twenty thousand (20,000) square foot area as a buildable parcel.

c. Minimum Dwelling Size. For the lots described in paragraph 3 of these Protective Covenants, each dwelling shall contain not less than 1500 sq. feet of finished living space (exclusive of porches, breezeways and garages) and must enclose a ground area of not less than 1100 sq. feet.

d. Roof. The roofing material for all dwellings shall consist of wood shingles; provided, that the undersigned may waive this requirement and consent in writing to the use of other suitable roofing material.

e. Garages. Each resident shall include an enclosed garage for at least two cars (attached, detached or basement).

f. Wiring. All power and telephone service wires shall be buried underground.

g. Drives. Driveways shall be portland, concrete or asphalt from the public roadway to the garage.

h. Construction. Construction of each dwelling or structure must be completed within one (1) year after excavation for footings.

i. Septic Tanks. No septic tank shall be located and installed on any lot unless same shall be a minimum

of 500 feet from the well site located in Lot 44. However, when absolutely necessary, and upon notification to 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 at a distance less than 250 feet from the well site.

j. Trees. Subject to the restrictions on the location thereof hereinafter noted in Paragraph 10, below, not less than three (3) ornamental or digitus shade trees must be planted on each residential lot within one (1) year after excavation for footings, and thereafter maintained in good growing condition, or replaced as necessary.

7. Livestock. Any and all livestock maintained on premises shall be kept in accordance with the requirements of SF-1 zoning and shall be located to the rear of the residence. On corner lots, said livestock shall be maintained no closer to the street than the residence setback on the adjoining lot, unless specifically waived by the owner of the adjacent lot. All structures used for the housing or maintenance of livestock, and any areas where livestock are maintained or kept shall be maintained at all times in a clean, neat, orderly manner by the owner of said real estate. Manure in stables must be collected at least daily and placed in concrete or metal fly-proof containers. All manure must be removed from the premises at least weekly.

All horse fencing must be kept in good condition and not allowed to deteriorate. The owner of each lot shall take all reasonable and necessary steps to insure adequate rodent control on said lot.

8. Power and Telephone Easement. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company (hereinafter called Licensees or Grantees), their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables or conduits and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the side boundary lines of said lots in said subdivision, and an eight (8) foot strip of land adjoining the rear boundary line of said lots, and a ten (10) foot strip adjoining the front. Said license and easements are granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot line easements are granted upon the specific conditions: a) that at least one of said Licensees or Grantees must construct such facilities along said side lot lines within sixty (60) months of date hereof; or b) if any such facilities are constructed but are thereafter removed, same must be replaced within sixty (60)

days after their removal, and that in the event either or both conditions are not met, then these sideline easements shall automatically terminate and become void as to such unused or abandoned easementways on any of said lots. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways 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 granted herein.

9. A perpetual license and easement is hereby granted to all Owners of Record of the lots described in paragraph 3 above, their families, tenants or contract purchasers who reside on the property, in order that they may ride horses, walk, run, crawl and engage in all forms of recreational activity on Lot 7, Lot 19, Lot 25, Lot 38 and Lot 43 of this subdivision.

This license and easement shall also extend to all purchasers of lots which are later developed as a part of the Trailridge Ranches subdivision.

10. Plantings. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the

safety of pedestrians and vehicles. The owner shall take whatever steps are necessary to control noxious weeds on his property and shall maintain necessary ground cover in order to prevent erosion. Any and all dead trees and shrubbery must be removed at the owner's expense.

11. Maintenance. None of the land shall be used in whole or in 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 eye; nor shall any substance or material be kept upon the land that will emit a foul or obnoxious odor, or cause any noise that will or might disturb the peace, quiet, 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 land in the subdivision. All rubbish, trash and garbage shall be removed from the subdivision and shall not be burned by open fire, incinerator, or otherwise on the subdivision or any part thereof.

12. Use Restrictions. No dwelling house constructed in another area or addition and no prefabricated house may be moved onto or permitted to remain on any lot or portion thereof in this subdivision, without the prior written approval of the undersigned. All trailers, boats, or other recreational or business vehicles shall be stored in either enclosed structures or to the rear of the rear building line of the residence. All trucks shall be enclosed in structures, and trucks shall not be permitted to



be parked in driveways or on the public streets. No outside radio or TV antennae may be erected on any lot or portion thereof without the prior written approval of the undersigned. No signs or billboards of any type or nature whatsoever shall be placed on or constructed or erected on any lot or portion thereof without the prior written approval of the undersigned.

13. Air Conditioning. No water-cooled air conditioning units may be operated or used in any dwelling unless operated in conjunction with a water conserving tower or device of design approved in writing by the underwigned.

EXECUTED THIS 15 day of July, 1976.

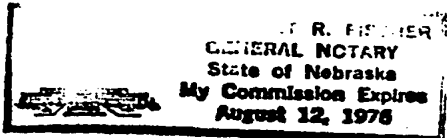
By Otto E. Timm  
Otto Timm, Trustee

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS.

On this 15<sup>th</sup> day of July, 1976, before me a Notary Public duly commissioned and qualified in said County, personally came OTTO TIMM, TRUSTEE, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Clara A. Fisher  
Notary Public



3775  
Entered in NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
C. HAROLD OSTLER, REGISTER OF DEEDS  
25  
11 DAY OF July 1976