

## PROTECTIVE COVENANTS AND RESTRICTIONS

## Raven Oaks Addition

The TIMBERLINE COOPERATIVE ASSOCIATION, a Nebraska corporation, as Trustee and owner of all lots in Raven Oaks, a subdivision in Douglas County, Nebraska, except Lot 9 in Block 11, Lot 3 in Block 10, and all of Block 12 and Block 13, does hereby state, publish and declare that all said lots owned by the Association, are and shall be owned and held under and subject to the covenants, conditions and restrictions set forth below:

1) The covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of then owners of the lots, it is agreed to change said covenants in whole or in part.

2) If the owner of any lot or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of any lot involved herein to bring any legal proceeding against such person violating or attempting to violate such covenants either to prevent him or them from so doing or to recover damages or other compensation due for such violation; but this instrument shall not 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 way effect any of the other provisions, which shall remain in full force and effect.

3) Lot 36 in Block 2 shall be used for school purposes including all relating activities; Lot 29 and 44 in Block 2; Lot 27 in Block 10; Lots 43 and 60 in Block 7; Lot 13 in Block 9, and Lot 1 in Block 8; Lot A and Lots 16 through 19 inclusive in Block 14, may be used for park and recreational purposes.

All the remaining Lots now owned by the Association, except Lots 14 through 23 inclusive in Block 9 and Lots 1 through 8 inclusive in Block 11, shall be known and described as residential lots and all dwellings constructed on them shall be single family dwellings and said structures are not to exceed two stories in height, and shall have a minimum of double side by side attached or double side by side under house, or double side by side detached garages.

4) No building, fence, wall, signboard or other structure shall be erected, altered or placed on any building plot on the aforesaid lots until complete plans, specifications and a plan showing the location of such building or structure have been approved in writing by the Architectural Committee of Timberline

6) 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.

7) Dwellings shall be restricted to the following minimum square foot ground floor areas (exclusive of garages, breezeways, porches and basements):

(a) 1,200 square feet ground floor area for all lots in Blocks 14, 15, 16, unless used for recreational purposes as provided herein.

(b) 1,350 square feet for all the remaining lots, except Lots 14 through 23 inclusive in Block 9 and Lots 1 through 8 inclusive in Block 11, unless used for recreational purposes as provided herein.

(c) For all two story Cape Cod type buildings and all other two story type dwellings on all lots in subdivision a minimum of 2,000 square feet; exclusive of basement, with a ground level minimum of 1,000 square feet.

8) Foundation walls shall be constructed of brick, concrete block or poured concrete. If constructed of concrete block or poured concrete, such walls shall be faced or veneered on all front and side elevations, with brick or stone or any other product approved by the Architectural Committee.

All chimneys must be of masonry materials and shall be faced or veneered with brick or stone or any other product approved by the Architectural Committee.

9) After commencement of construction, the dwelling shall be completed as soon as practicable, and the lot upon which said dwelling is built shall be graded and seeded or sodded.

10) 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.

11) 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) 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.

14) No garden or field crops shall be grown upon the portion of any lot nearer to the street than provided in the building setback lines for front and side streets.

15) 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 trade or profession therein, without the permission in writing of the Board of Directors of the Timberline Cooperative Association.

16) Any grade change exceeding 18 inches must have the approval of the Architectural Committee.

17) With the prior approval of the Architectural Committee of the Association, any owner of a lot may initiate requests to the appropriate governmental agency in order to secure release from the established zoning requirements.

However, the Architectural Committee shall not have the right to approve a request for rezoning of any lot in this area.

18) A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Co., their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits and poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, upon and under a five (5) foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within said subdivision). Said license being granted for the use and benefit of all present and future owners of lots in said subdivision provided, however, that said lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said lot lines within 36 months of the date hereof or if any poles or wires are constructed but hereinafter removed without replacement within 60 days after their removal then this said side lot line easement shall automatically terminate and become void as to such unused or abandoned easementways.

19) A perpetual license and easement is hereby reserved in favor of and granted to the owners, their successors and assigns, of Lots 4 through 11, inclusive Lots 13 through 20, and Lot 33, all in Block 10, for the construction and maintenance of a private driveway or roadway and walkways over and upon portions of said lots, for the purpose of ingress, egress and access to each of said lots.

IN WITNESS WHEREOF, the said Association has caused its hand and seal to be affixed this 24<sup>th</sup> day of December, 1965.

TIMBERLINE COOPERATIVE ASSOCIATION,  
Trustee,

STATE OF NEBRASKA)

) ss

COUNTY OF DOUGLAS)

On this 20th day of December, 1965, before me, the undersigned,  
 a Notary Public in and for said County, personally came JOSEPH S. GRABOW,  
 President of TIMBERLINE COOPERATIVE ASSOCIATION (a corporation), to me  
 personally known to be the President and the identical person whose name  
 is affixed to the above instrument, and acknowledged the execution thereof  
 to be his voluntary act and deed as such officer and the voluntary act and  
 deed of said corporation as Trustee 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.

*Joseph S. Grabow*  
 Notary Public



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