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Return . 3363 So. 220<sup>th</sup> St.  
ELKHORN, NE 68022

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
4/13/2005 12:35:35.69



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Bill Black  
3363 So. 220th St.  
ELKHORN, NE  
68022

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**PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR TRAILRIDGE RANCHES, LOTS 75-90, PHASE III**

The undersigned, The Noah Company, L.L.C., a Nebraska Limited Liability Company, (hereinafter referred to as "Developers"), being the owner of Lots 75-90, inclusive, in Trailridge Ranches, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, hereby create, adopt, declare and establish the following restrictions upon the above-described property:

Section I- Restrictions and Covenants

- 1) **Residential Purposes Only.** The Property shall be used only for single-family, residential purpose, except for such Parcels or parts thereof as may hereafter be conveyed or dedicated by Developer, or its successors or assigns, for use in connection with a park or school.
  
- 2) **Restrictions on Construction.** Construction or improvement of any residential lot shall be subject to the following restrictions:
  - a) **Timing upon Excavation.** Construction of each dwelling or structure must be completed within one (1) year after excavation for footings.
  
  - b) **Building Set-back Requirements.** All setbacks, side yards and the minimum front, side and rear yard requirements shall conform to the City of Omaha, Development Reserve zoning district.
  
  - c) **Minimum Dwelling Size.** Each dwelling shall contain not less than the following square feet of finished living space (exclusive of porches, breezeways and garages):
    - (1) Two Story: 2,400 square feet
    - (2) Ranch: 1,900 square feet
    - (3) One and One-Half Story: 2,000 square feet
  
  - d) **Maximum Height.** Maximum height for any building shall be two (2) stories.
  
  - e) **Roof.** The roofing material for all dwellings shall consist of concrete or fiberglass shakes, tile, wood shakes, or minimum 340# asphalt shingles.
  
  - f) **Garages.** Each residence shall include an enclosed garage for not less than three (3) cars, nor more than five (5) cars (attached or detached).

- g) **Wiring.** All power and telephone service wires shall be buried underground.
  - h) **Drives.** Driveway shall be portland, concrete, asphalt or brick from the public roadway to the garage.
- 3) **Noxious Activities.** No noxious, offensive or life-threatening activity shall occur on the Property, nor shall any trash, ashes or other refuse be thrown, placed 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. Nor shall the land 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 area. No unused building material, junk or rubbish shall be left exposed on any lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence.
- 4) **Vehicles and Equipment.** No automobile, motorcycle, boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper, or similar chattel shall be maintained, repaired or stored on any part of a lot 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-tractor/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. All of the above shall also apply to any and all streets and rights-of-way.
- 5) **Animals.** Split-hooved, 4H type animals shall be permitted in accordance with applicable zoning. 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, and orderly manner by the owner of said real estate. Manure in stables must be collected at least weekly and placed in concrete or metal fly-proof containers. All manure must be removed from the premises at least weekly. The owner of each lot shall take all reasonable steps to ensure adequate rodent control on said lot.
- 6) **Fences.** Fences shall be constructed only of wood, plastic, decorative iron, brick , or stone. Temporary or permanent barbed wire, electrified, and/or snow fences are prohibited. No fences or walls shall exceed a height of four and one-half (4.5) feet. All fencing must be kept in good condition and not allowed to deteriorate.

- 7) **Plantings.** Not less than four (4) ornamental or deciduous 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. 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 as are necessary to control noxious weeds on owned 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.
- 8) **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. All rubbish, trash and garbage shall be removed from the subdivision and, except for plant waste (leaves, branches, etc.), shall not be burned by open fire, incinerator, or otherwise, of the subdivision or any part thereof.
- 9) **Outside Antennas, Signs, and Lighting.** 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. No permanent signs, billboards, unsightly objects or nuisances shall be created, placed or permitted to remain on any lot except two (2) signs per lot consisting of not more than six (6) square feet advertising a lot as "For Sale". 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.
- 10) **Water Drainage.** The Owner 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 neighborhood buildings or lots.
- 11) **Construction Approval.** No dwelling, fence, wall, driveway, patio, patio enclosure, swimming pool, out building or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any lot, nor shall any grading, excavation or tree removal be commenced until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structural improvement have been

approved by the Architectural Committee in writing. 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, plot 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 and the location thereof. Plans will not be returned to the owner. The Architectural Committee shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot and proposed finished grades; provided that the Architectural Committee specifically reserves the right to deny permission to construct any type of structure or improvements which it determines will not conform to the master plan for the development of the subdivision. Within thirty (30) days of receipt of said plans, the Architectural Committee shall notify the Owner in writing of its approval of the plans, or disapproval with reasons therefore. Failure of the Architectural Committee to give either written approval or disapproval of the submitted plan within thirty (30) days after the submittal of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan shall operate as approval of the plan as submitted. Until a residence has been constructed on all of the lots within said subdivision, the Architectural Committee shall consist of the members of The Noah Company, L.L.C. After such time, the Architectural Committee shall consist of five (5) members, who shall be owners of lots within the subdivision. Said members shall be elected annually by the owners of the subdivision.

- 12) **Utility and Other Easements.** A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, Quest Communications and any other company which has been franchised to provide a cable television system in the area to be subdivided, its successors and assigns, to erect, operate, maintain, repair and renew underground poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electrical current for light, heat, power and for the transmission of signals and sounds of all kinds, including signals provided by cable television system and the reception on, over, through, under and across a five foot (5') wide strip of land abutting all front and side boundary lot lines; an eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots and a sixteen foot (16') wide strip of land abutting the rear boundary line, of all exterior lots. The term exterior lots is herein defined as those lots framing the outer perimeter of the above-described addition. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide easement when the adjacent land is surveyed, platted and recorded. A perpetual easement is hereby reserved in favor of and granted to Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and remove pipeline, hydrants and other related facilities and to extend therein pipes for the transmission of gas. A perpetual license and easement over a twelve foot (12') wide strip of land abutting the rear boundary lot lines of all exterior lots and a six foot (6') wide strip of land abutting each side of

the boundary lines between Lots 78 and 79, Lots 77 and 80 and Lots 76 and 81, is hereby reserved and granted to all owners of records, their families, tenants or other individuals who reside on the property in order that they may ride horses, walk, run and crawl. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. No obstructions including, but not limited to, permanent buildings, trees, fences, retaining walls or loose rocks, shall be placed in the easement. All owners of record, their families, tenants or other persons utilizing such easement will be respectful of said easement. This easement shall run with the land.

- 13) **Remedy on Violation**. If the parties hereto, or any of their heirs, successors or assigns, shall violate, or attempt to violate, any of the covenants or restrictions herein, it shall be lawful for the Architectural Committee or any person or persons owning any other lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating, or attempting to violate, any such covenant or restriction, and to either prevent him or them from doing so or to recover damages for such violation.
- 14) **Severability**. If any one or more provisions of this Agreement shall be adjudged or declared invalid or unenforceable by a court of competent jurisdiction, the validity or enforceability of all or any other provision of this Agreement shall not be affected thereby. Accordingly, in such event: (a) this Agreement shall be construed as if it did not contain the particular clause(s) so declared to be invalid or unenforceable, and (b) the rights and obligations of the parties shall be construed and enforced accordingly.
- 15) **Binding on Successors**. The covenants and restrictions herein contained shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years. Each of the covenants herein contained is several and separate from the other covenants and invalidity of any covenant shall not affect the validity of any other provision of this instrument.
- 16) **Enforcement by Developer**. Nothing herein contained shall in any way be construed as imposing upon the Owner or any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.
- 17) **Amendments**. Until all of the lots have been sold and any residence constructed on the same, Developer shall have the exclusive right to amend, modify or supplement all, or any portion of, these protective covenants from time to time by executing and recording one or more duly acknowledged amendments to protective covenants in the office of the Register of Deeds of Douglas County, Nebraska. Thereafter, these covenants may be amended, supplement or modified from time to time by recording one or more amendments to protective covenants in the office of the Register of Deeds of Douglas County, Nebraska duly executed and acknowledged by owners of at least seventy-five percent (75%) of the lots

subject to these protective covenants. Such amendments may include, among other things, the inclusion of additional properties to these protective covenants and extension of time for which these covenants are to run and the formation of a homeowners association with the right to levy assessments against each lot for the purpose of promoting and maintaining the general aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustaining the association's business.

- 18) **Waiver for Hardship.** Until such time as all lots are improved, Developer shall have the right, in its discretion, to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

DATED effective this 12 day of APRIL, 2005.

THE NOAH COMPANY, L.L.C.,  
"Developer"

By: [Signature]  
WILLIAM S. BLACK, Member

[Signature]  
TIMOTHY JEFFREY, Member

ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2005, by WILLIAM S. BLACK and TIMOTHY JEFFREY, Members of The Noah Company, LLC.



[Signature]  
Notary Public

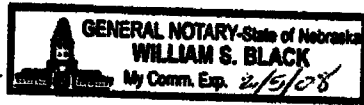
David Wyant  
 DAVID WYANT  
 Owners of Lots 75 and 76, Trailridge Ranches

Theresa Wyant  
 THERESA WYANT

ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2005, by DAVID WYANT, and THERESA WYANT.



William S. Black  
 Notary Public

Stephen W. Thurber  
 STEPHEN W. THURBER  
 Owners of Lot 77, Trailridge Ranches

\_\_\_\_\_  
 NICOLETTE M. THURBER

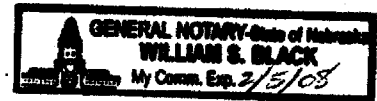
ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2005, by STEPHEN W. THURBER and NICOLETTE M. THURBER.

William S. Black  
 WILLIAM S. BLACK  
 Owner of Lots 78 and 82, Trailridge Ranches

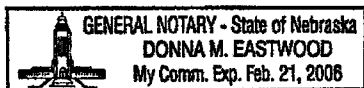
William S. Black  
 Notary Public



ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2005, by WILLIAM S. BLACK.



Donna M. Eastwood  
 Notary Public





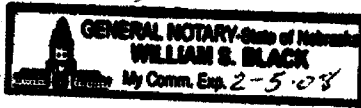
*Richard Hoffman*  
 RICHARD HOFFMAN  
 Owners of Lot 86, Trailridge Ranches

*Kellie Hoffman*  
 KELLIE HOFFMAN

ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2005, by  
 RICHARD HOFFMAN and KELLIE HOFFMAN.



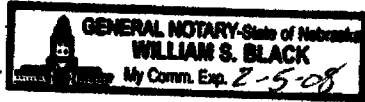
*William S. Black*  
 Notary Public

*Sandra K. Vyhlidal*  
 SANDRA K. VYHLIDAL  
 Owner of Lot 88, Trailridge Ranches

ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2005, by  
 SANDRA K. VYHLIDAL.



*William S. Black*  
 Notary Public



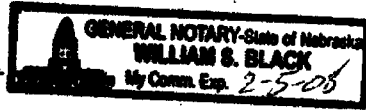
[Signature]  
 JAY F. OLTMANNNS  
 Owners of Lot 89, Trailridge Ranches

[Signature]  
 KRISTI R. OLTMANNNS

ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2005, by JAY F. OLTMANNNS and KRISTI R. OLTMANNNS.



[Signature]  
 Notary Public

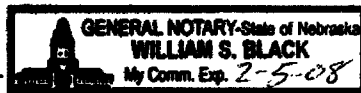
[Signature]  
 TODD R. LOHR  
 Owners of Lot 90, Trailridge Ranches

[Signature]  
 LISA LOHR

ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2005, by TODD R. LOHR and LISA LOHR.



[Signature]  
 Notary Public