

\$61.00

Deen J. Galt

INST. NO 98

REGISTER OF DEEDS

1998 SEP 10 P 2:45

047250

BLOCK

~~COSE~~
~~TSR~~
~~CHECKED~~

~~ENTERED~~

~~EDITED~~

1/2

200

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Highway 15 Inc. a corporation of Lincoln, Lancaster County, Nebraska hereinafter referred to as the "Corporation," being the owner of the following described real estate, located in Lincoln, Lancaster County, Nebraska, to-wit:

Lots 8 & 9 IT N W 1/4 Section 32-10-6 LCN consisting of 80 acres more or less

all in Timber Ridge Addition, Lincoln, Lancaster County, Nebraska, Zoned R-3 does hereby create, adopt and establish the following restrictions against and upon all of the above described lots and real estate, to-wit:

1. All lots and property herein described shall be used exclusively for private, single family dwellings, not to exceed two stories in height, and a private garage of a maximum three-car capacity, which such garage may be either attached or detached from the dwelling.
2. All lot owners will be members of Timber Ridge Home Owners Association which is attached.
3. No dwelling shall be located on any lot nearer than 20 feet to the front lot line nor nearer than 5 feet to a side lot line. In the case of a corner lot, the dwelling shall not be nearer than 20 feet to the side street lot line. No detached garage building shall be nearer than 60 feet to the front lot line nor nearer than 2 feet to the side lot line. In case of a corner lot, the garage shall not be nearer than 20 feet to the side street lot line.
4. The ground floor area of any main dwelling building, exclusive of open porches, terraces, and garages, shall not be less than 800 square feet in area in the case of a one and one-half story or two-story dwelling; nor less than 900 square feet in area in the case of a one-story dwelling.
5. Not more than one dwelling and garage shall be built upon any lot except that nothing herein

contained shall prevent the construction of one dwelling and garage on a portion of two or more lots; in such case restrictions pertaining to the side lot lines shall be construed to apply to the side line of such tract.

6. The construction of a dwelling or garage shall not be commenced until written approval is first secured from the Corporation of the building plans, which said plans must show the size, exterior material, design and plot plan and indicate the location of the dwelling and garage upon the lots. The Corporation reserves unto itself, its successors and assigns, the sole right to approve or reject any such building plans, if in its opinion, either the size, materials, design, or plot plan do not conform to the general standard of development in said area. To insure the enforcement of this provision, one set of said plans, signed by the owner, shall be left on permanent file with the Corporation. This provision shall remain in full force and effect until January 1, 2012, and shall thereafter continue in full force and effect until terminated by the Corporation. It is the responsibility of the owner to see to it that the building in all respects complies with the City of Lincoln building ordinances.

7. 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.

8. No trailer, basement, tent, shack, barn, or any other out-building, erected in or on any lot, shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

9. No house or building which has been prefabricated shall be permitted to be placed or erected on any lot; and no building of any kind whatsoever shall be moved onto any building lot, except that the Corporation or builders may use temporary buildings for storage of tools and materials during construction of homes and development of the subdivision. No boat, motor, recreational vehicle or trailer home shall be stored outside on any lot for more than two weeks in any one calendar year.

10. No nuisance, advertising sign, billboards, or other advertising device shall be permitted,

erected, placed, or suffered to remain upon any of said lots; and said lots shall not be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder or owner of any adjoining lot. This covenant shall not prevent the Corporation from placing signs advertising the subdivision upon any lots owned by the Corporation.

11. No horses, animals, livestock or poultry of any kind shall be permitted, maintained, raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No barn, stable or shed may be erected in or upon any lot.

12. No television or radio antenna, aerial, or satellite dish, larger than 18", used for receiving television or radio signals shall be permitted, erected, placed or suffered to remain upon any lot or upon any improvement thereon. No permanent clothes lines shall be permitted, erected, placed or suffered to remain upon any lot or upon any improvement thereon, but retractable clothes lines shall be permitted.

13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of Timber Ridge Addition as filed with the Register of Deeds, Lancaster County, Nebraska.

14. The Corporation expressly reserves to itself, its successors and assigns, the sole and exclusive right to establish grades and slopes on all lots and to fix the grade at which any dwelling shall be hereinafter erected or placed thereon so that all of the same may conform to a general plan.

15. These herein enumerated restrictions, rights, reservations, limitations, agreements, covenants, and conditions shall be deemed as covenants and not as conditions and shall run with the land and shall bind the several owners until the first day of January, 2013, in any event and continuously thereafter unless and until any proposed change shall have been approved in writing by the owners of 75% of all lots in Timber Ridge Addition.

16. In the event that any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other real estate in said subdivision to prosecute and maintain any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

17. The invalidation of any one of these covenants by any judgment of any court shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

Dated this 27th day of August, 1997.

Highway 15 Inc.

By: Robert H. Hall
President

Dorothy J. Barrow
Notary Public



Lots 1 - 8, Block 1; Lots 1 - 40, Block 2; Lots 1 - 7, Block 3;
Lots 1 - 12, Block 4; Lots 1 - 4, Block 5; and OLA, Timber Ridge,
Lincoln, Lancaster County, Nebraska