

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following-described real estate until January 1, 2000:

Lots One (1) through One Hundred Fifty-Four (154), both inclusive, in Timber Creek, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, 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 any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes; except that Lots 152, 153 and 154 may also be used for multi-family structures, row houses, or any other use permitted by the zoning ordinances applicable now or hereafter to the said three lots (or any duly granted waivers or exceptions to said ordinances).

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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. Once construction of a dwelling has been commenced, outside framing of same must be completed within six (6) months thereafter. Dwellings constructed in another addition or location shall not be moved to any lot within this addition. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

D. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Outside trash containers are prohibited unless enclosed in a fully fenced-in area. Only galvanized chain link fences are permitted, and all such fences cannot be more than 48 inches in height and may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yard building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated, and no outside repair of any automobile will be permitted.

E. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and North-western Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables, conduits, poles with the necessary supports, sustaining wires, crossarms, 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, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in 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 side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

F. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four feet back of the street curb line, and shall be completed before occupancy or use of the main structure.

G. The following building restrictions for single-family dwellings shall apply to said lots:

(1) The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 1,000 square feet on the main floor for a one-story house or a bi-level house (below grade space will not be counted when computing square footage for a one-story house); 1,200 square feet throughout the house for a tri-level or split-level house. The foundation walls for all houses must enclose an inside ground area of not less than 800 square feet. In addition, each single-family dwelling shall provide fully enclosed parking space for at least one (but not more than three) cars. Only attached or basement garages are permitted.

(2) The following lot minimums shall apply: Minimum area of building plot: 7500 square feet. Minimum front yard: 35 feet. Minimum side yard for main residential structure: 7 feet. Minimum rear yard: 25 feet.

H. Notwithstanding the provision of Paragraph G(2), the restrictive provisions for lot area and front, side and rear yards shall automatically be amended as to any lot for which the proper administrative or governing body of a city or county shall determine and permit a lesser area or distance.

I. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until Charles G. [redacted], one of the undersigned, has given his written approval therefor. The restriction of this paragraph shall terminate January 1, 1976.

J. All lots, whether developed or undeveloped, shall be kept mowed at the expense of the owner of the lot. If in the opinion of Charles G. Smith, one of the undersigned (herein called Developer), a lot, whether developed or undeveloped, needs mowing, said Developer at its option may mow said lot or have said lot mowed. In such event, the Developer shall be entitled to recover the reasonable cost or charge for such mowing from the record titleholder of said lot and may bill the owner for the same. If said bill is not paid within thirty (30) calendar days after the date said bill was mailed to the record titleholder, the Developer may record an affidavit setting forth the appropriate facts and compliance with the procedure as outlined in this paragraph, and said unpaid bill shall constitute a lien against said lot. Said unpaid bill shall bear simple interest at the rate of six per cent (6%) per annum from the date of recording until paid. The Developer shall have the power to release any such lien.

IN WITNESS WHEREOF, Charles G. Smith and Nellie M. Smith, husband and wife; Larry B. Ludwig and Sherry L. Ludwig, husband and wife; Theodore J. Madej and Betty J. Madej, husband and wife; and Norma L. Sundberg, a single person, being the owners of all said real estate, have executed these covenants this 16th day of July, 1972.

Charles G. Smith
Charles G. Smith

Theodore J. Madej
Theodore J. Madej

Nellie M. Smith
Nellie M. Smith

Betty J. Madej
Betty J. Madej


Larry B. Ludwig
Larry B. Ludwig

Norma L. Sundberg
Norma L. Sundberg

Sherry L. Ludwig
Sherry L. Ludwig

STATE OF NEBRASKA) On the day and year last-above written, before
)ss. me, the undersigned a Notary Public in and
COUNTY OF DOUGLAS) for said County, personally came CHARLES G.
SMITH and NELLIE M. SMITH, husband and wife; LARRY B. LUDWIG and
SHERRY L. LUDWIG, husband and wife; THEODORE J. MADEJ and BETTY J.
MADEJ, husband and wife; and NORMA L. SUNDBERG, a single person, to
me personally known to be the identical persons whose names are
affixed to the above Restrictive Covenants, and acknowledged the
execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last-above written.

 STANLEY M. MORTHOLE
GENERAL NOTARY - State of Neb.

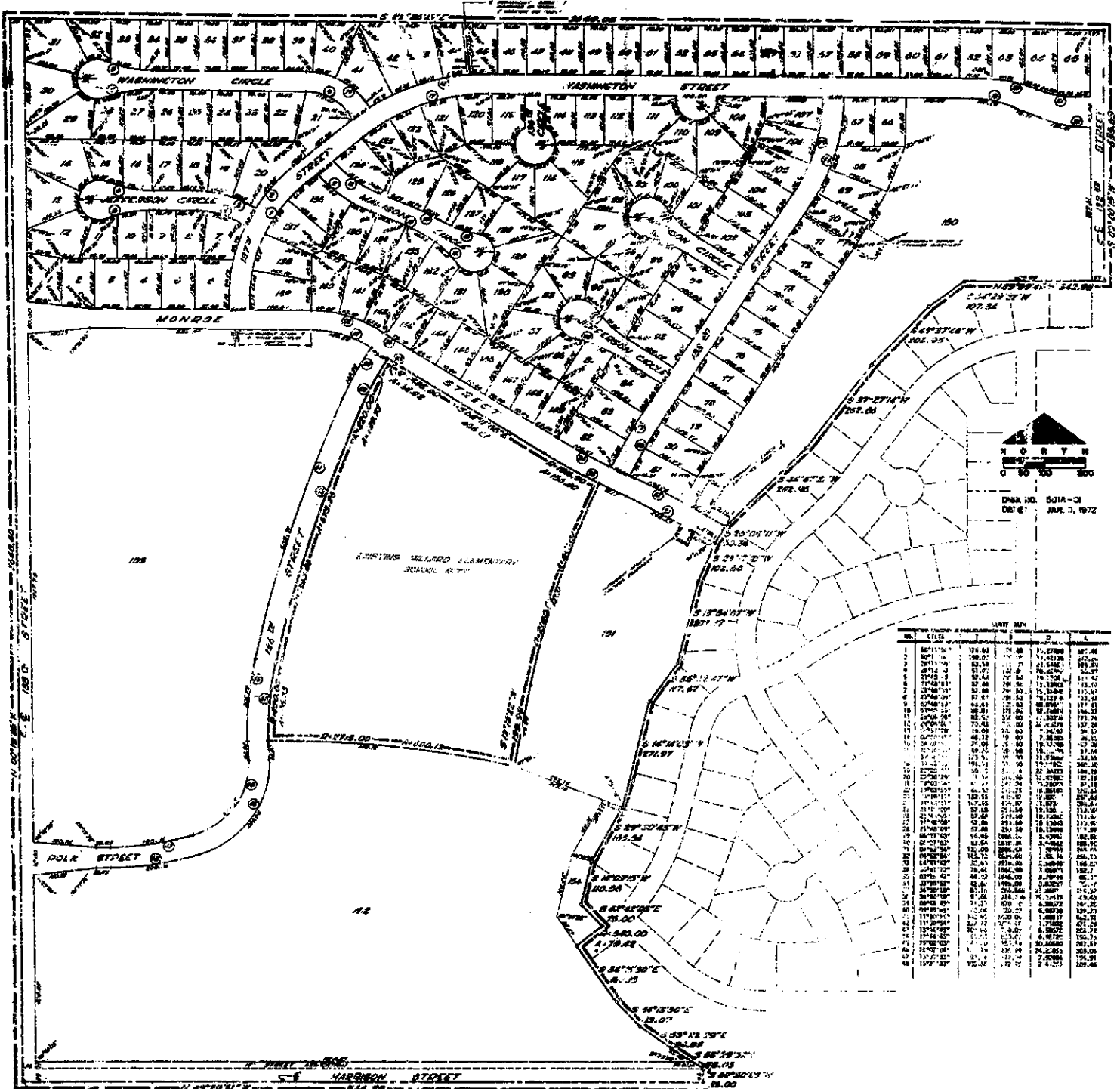
Stanley M. Morthole
Notary Public

My Commission Expires:

Aug 9, 1975
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TIMBER CREEK

A PLAT OF VACATED 187' 136 1/4" RADIUS AND VACATED 100' RADIUS 600' DIAMETER CIRCLES AND STREETS, HOLING HEIGHTS PLATTEN, TOGETHER WITH A PART OF THE SEVENTH AND QUARTER OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 4TH P.M., OREGON COUNTY, MARYLAND.



PLAN NO. 501A-23
DATE: JAN. 3, 1972

NO.	CIDED	T	A	D	S
1	601110	178.00	24.00	21.2500	37.00
2	601111	720.00	100.00	14.3125	412.00
3	601112	52.50	11.00	21.5250	112.00
4	601113	31.25	12.00	11.5750	59.00
5	601114	31.25	12.00	11.5750	59.00
6	601115	31.25	12.00	11.5750	59.00
7	601116	31.25	12.00	11.5750	59.00
8	601117	31.25	12.00	11.5750	59.00
9	601118	31.25	12.00	11.5750	59.00
10	601119	31.25	12.00	11.5750	59.00
11	601120	31.25	12.00	11.5750	59.00
12	601121	31.25	12.00	11.5750	59.00
13	601122	31.25	12.00	11.5750	59.00
14	601123	31.25	12.00	11.5750	59.00
15	601124	31.25	12.00	11.5750	59.00
16	601125	31.25	12.00	11.5750	59.00
17	601126	31.25	12.00	11.5750	59.00
18	601127	31.25	12.00	11.5750	59.00
19	601128	31.25	12.00	11.5750	59.00
20	601129	31.25	12.00	11.5750	59.00
21	601130	31.25	12.00	11.5750	59.00
22	601131	31.25	12.00	11.5750	59.00
23	601132	31.25	12.00	11.5750	59.00
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25	601134	31.25	12.00	11.5750	59.00
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43	601152	31.25	12.00	11.5750	59.00
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55	601164	31.25	12.00	11.5750	59.00
56	601165	31.25	12.00	11.5750	59.00
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58	601167	31.25	12.00	11.5750	59.00
59	601168	31.25	12.00	11.5750	59.00
60	601169	31.25	12.00	11.5750	59.00
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70	601179	31.25	12.00	11.5750	59.00
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79	601188	31.25	12.00	11.5750	59.00
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81	601190	31.25	12.00	11.5750	59.00
82	601191	31.25	12.00	11.5750	59.00
83	601192	31.25	12.00	11.5750	59.00
84	601193	31.25	12.00	11.5750	59.00
85	601194	31.25	12.00	11.5750	59.00
86	601195	31.25	12.00	11.5750	59.00
87	601196	31.25	12.00	11.5750	59.00
88	601197	31.25	12.00	11.5750	59.00
89	601198	31.25	12.00	11.5750	59.00
90	601199	31.25	12.00	11.5750	59.00
91	601200	31.25	12.00	11.5750	59.00

APPROVAL OF CITY COUNCIL OF 7064.
I HEREBY APPROVE OF THIS PLAT OF TIMBER CREEK, THE LOTS REFERRED TO ABOVE ON THE 22 DAY OF FEBRUARY, A.D., 1972.

APPROVAL OF BROWN CITY BOARD.
THIS PLAT OF TIMBER CREEK, THE LOTS REFERRED TO ABOVE, WAS APPROVED BY THE BROWN CITY PLANNING BOARD ON THE 22 DAY OF FEBRUARY, A.D., 1972.

APPROVAL OF BROWN CITY PLANNING BOARD.
THIS PLAT OF TIMBER CREEK, THE LOTS REFERRED TO ABOVE, WAS APPROVED BY THE BROWN CITY PLANNING BOARD ON THE 22 DAY OF FEBRUARY, A.D., 1972.

APPROVAL OF STATE ENGINEER.
I HEREBY CERTIFY THAT I (STATE ENGINEER) HAVE REVIEWED THE PLAT AND FOUND THAT THE SAME IS IN ACCORDANCE WITH CHAPTER 48, R.S., AND I AM NOT PROVIDING TO THE PLAT TO BE LATE REVISION OF THE DESIGN DRAWING.

STATE ENGINEER CERTIFICATE.
THIS IS TO CERTIFY THAT I (STATE ENGINEER) HAVE REVIEWED THE PLAT AND FOUND THAT THE SAME IS IN ACCORDANCE WITH CHAPTER 48, R.S. AND I AM NOT PROVIDING TO THE PLAT TO BE LATE REVISION OF THE DESIGN DRAWING.

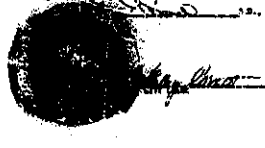
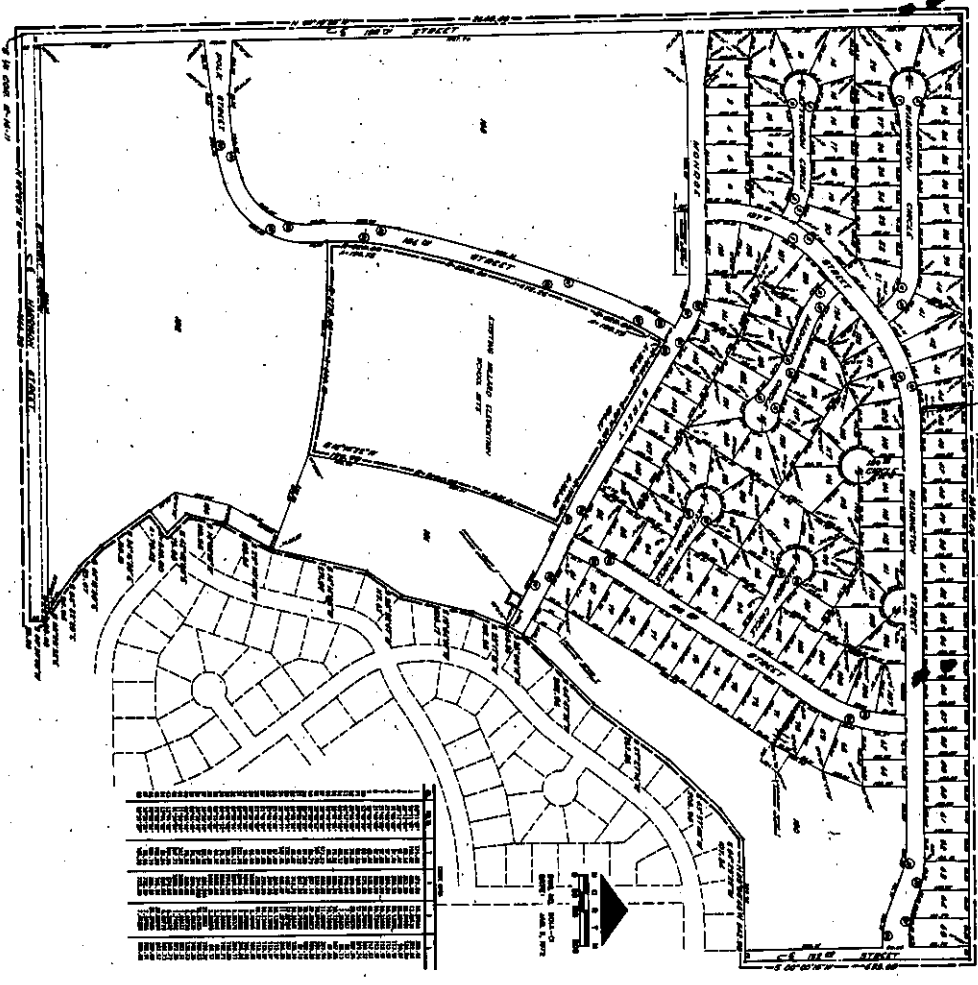


EXHIBIT
NO. 1

TIMBER CREEK

PLAT OF THE SEVERAL LOTS AND BLOCKS OF THE SUBDIVISION OF THE LANDS OF THE TIMBER CREEK TRACT, IN THE COUNTY OF CLATSOP, STATE OF OREGON.



THESE LOTS AND BLOCKS ARE OFFERED FOR SALE BY THE
PLATTEE, THE CLATSOP COUNTY LAND TRUST, INC.,
A CORPORATION OF OREGON, AS SUCCESSORS OF THE
TIMBER CREEK TRACT, IN THE COUNTY OF CLATSOP,
STATE OF OREGON.

WITNESSED BY ME, THE CLERK OF THE COUNTY OF CLATSOP,
STATE OF OREGON, THIS 15th DAY OF MARCH, 1915.

CLATSOP COUNTY, OREGON

CLATSOP COUNTY, OREGON

CLATSOP COUNTY, OREGON

THESE LOTS AND BLOCKS ARE OFFERED FOR SALE BY THE
PLATTEE, THE CLATSOP COUNTY LAND TRUST, INC.,
A CORPORATION OF OREGON, AS SUCCESSORS OF THE
TIMBER CREEK TRACT, IN THE COUNTY OF CLATSOP,
STATE OF OREGON.

21N 1

DATE: 12 January, 1912

Walter R. King
DON R. NELSON
L.S. 2312

Timber Creek

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT CHARLES G. SMITH AND NELLIE M. SMITH, (OWNERS) AND DON R. NELSON, TRUSTEE, (MORTGAGEE) BEING THE SOLE OWNERS AND PROPRIETORS OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND ENGAGED WITHIN THIS PLAT HAVE CAUSED THE SAME TO BE SUBDIVIDED IN TO LOTS AND STREETS. SAID SUBDIVISION TO BE KNOWN AS TIMBER CREEK, THE LOTS AND STREETS NUMBERED AND NAMED AS SHOWN AND WE HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE SEWER AND DRAINAGE EASEMENTS AND STREETS AS SHOWN HEREIN; WE DO FURTHER GRANT A PERPETUAL LICENSE IN FAVOR OF AND GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND THE NORTHWESTERN BELL TELEPHONE COMPANY THEIR SUCCESSORS AND ASSIGNS TO ERECT AND OPERATE, MAINTAIN, REPAIR AND RENEW POLES WITHIN THE NECESSARY SUPPORTS, SUSTAINING WIRES, CROSS ARMS, GUTS AND ANCHORS AND OTHER INSTRUMENTALITIES AND TO EXTEND THEREON WIRES FOR THE CARRYING AND TRANSMISSION OF THE ELECTRIC CURRENT FOR LIGHTS, HEAT AND POWER, AND FOR ALL TELEPHONE AND TELEGRAPH AND MESSAGE SERVICE, OVER, UPON OR UNDER A FIVE FOOT STRIP OF LAND ADJOINING THE REAR AND SIDE BOUNDARY LINES OF SAID LOTS (THESE EASEMENTS APPLY ONLY TO LAND WITHIN SAID ADDITION); SAID LICENSE BEING GRANTED FOR THE USE AND BENEFIT FOR ALL PRESENT AND FUTURE OWNERS OF LOTS IN SAID ADDITION, PROVIDED HOWEVER, THAT SAID SIDE LOT LINE EASEMENT IS GRANTED UPON THE SPECIFIC CONDITION THAT IF BOTH SAID UTILITIES COMPANY FAIL TO CONSTRUCT POLES AND WIRES ALONG ANY OF SAID SIDE LOT LINES WITHIN 36 MONTHS OF THE DATE HEREOF OR IF ANY POLE OR WIRES ARE CONSTRUCTED BUT HEREAFTER REMOVED WITHOUT REPLACEMENT WITHIN SIXTY DAYS AFTER THEIR REMOVAL THEN THIS SIDELINE EASEMENT SHALL AUTOMATICALLY TERMINATE AND BECOME VOID AS TO SUCH UNUSED OR ABANDONED EASEMENT WAYS.

IN WITNESS WHEREOF WE DO HERELYTO SET OUR HANDS THIS 12th DAY OF January A.D., 1912

Charles G. Smith
CHARLES G. SMITH

Don R. Nelson
DON R. NELSON, TRUSTEE

Nellie M. Smith
NELLIE M. SMITH

ACKNOWLEDGEMENT OF NOTARY

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