

83-8091

568-553

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

20-570.
37A-433

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

44-568-567

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.

9. 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 undersigned.

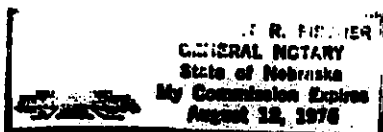
EXECUTED THIS 15 day of July, 1976.

By Otto Timm
Otto Timm, Trustee

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this 15th 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.



Clarence T. Fifer
Notary Public

83-8091

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

10-5-48
37A-433

568 564

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:

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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, landscape plan, drainage plan and site plan. If the 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 therefor, 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 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 area.

~~568~~ 566

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 50. 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, there shall not less than three (3) ornamental or digitum 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.

BOOK 568 PAGE 568

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.

9. 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

568 570

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

35
ENTERED IN NEBRASKA AND RETURNED TO THE OFFICE OF THE CLERK OF DISTRICT COURT IN DOUGLAS COUNTY, NE
BY August 26, 1975 C. HAROLD COOPER, REGISTRAR
OF

OF DEVICE OF DESIGN APPROPRIATE TO THE STATE OF NEBRASKA
EXECUTED THIS 15 day of July, 1975.

By Otto Timm
Otto Timm, Trustee

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this 15th day of July, 1975, 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.

NOTARY PUBLIC
State of Nebraska
My Commission Expires
August 28, 1978

Clara A. P. [Signature]
Notary Public

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

EXECUTED THIS 15 day of July, 1975.

By Otto Timm, Trustee

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this 15th day of July, 1975, 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.



Otto Timm
Notary Public

AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, who constitute all of the owners of Lot Nos. 1 through 43, inclusive, of Trailridge Ranches, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, do hereby amend the Protective Covenants recorded on August 11, 1976 in the Register of Deeds, Douglas County, Nebraska, in Book 568, Page 563 of the records of said office in the following respects.

1. That lot 43, Trailridge Ranches, is hereby deleted from any and all of the provisions set forth in the Protective Covenants, including, but not limited to, that provision set forth in paragraph 4 of the Protective Covenants which requires that Lot 43 be used as a recreation and equestrian center. From the date hereof, none of the provisions of the Protective Covenants shall apply to Lot 43, Trailridge Ranches.

2. To delete the requirement that the roofing material for all dwellings consist of wood shingles which is set forth in paragraph 6(d) entitled "Roof". Paragraph 6(d) of the Protective Covenants shall require the use of suitable roofing materials for all dwellings subject to the Protective Covenants. In this regard, Paragraph 6(d) shall now read as follows:

d. ~~Roof~~. The roofing material for all dwellings shall consist of suitable roofing materials.

3. That with the exception of the amendments set forth above, in all other respects, the Covenants shall remain the same.

DATED this 15th day of April, 1985.

BOOK 738 PAGE 485

OWNER

LOT NOS. Remaining Lots

S & K Limited

1, 2, 3, 4, 5, 6, 7, 8,

By: Mel L. Strong

9, 10, 11, 12, 15, 16, 17,

By: Frank R. Krejci

18, 19, 20, 23, 25, 28,

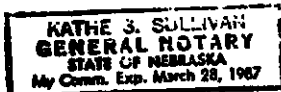
General Partners

29, 30, 32, 33, 34, 35,

36, 37, 38, 39, 42, 43.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
by Mel L. Strong and Frank Krejci, General on this 8th day of
May, 1985. Partners for S & K Limited



Kathe J. Sullivan
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
by _____ on this _____ day of
_____, 198____.

Notary Public

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1985 MAY 13 AM 11:54

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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AMENDMENT TO PROTECTIVE COVENANTS

The undersigned, who constitute all of the owners of Lot Nos. 1 through 43, inclusive, of Trailridge Ranches, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, do hereby amend the Protective Covenants recorded on August 11, 1976 in the Register of Deeds, Douglas County, Nebraska, in Book 568, Page 563 of the records of said office in the following respects.

1. That lot 43, Trailridge Ranches, is hereby deleted from any and all of the provisions set forth in the Protective Covenants, including, but not limited to, that provision set forth in paragraph 4 of the Protective Covenants which requires that Lot 43 be used as a recreation and equestrian center. From the date hereof, none of the provisions of the Protective Covenants shall apply to Lot 43, Trailridge Ranches.

2. To delete the requirement that the roofing material for all dwellings consist of wood shingles which is set forth in paragraph 6(d) entitled "Roof". Paragraph 6(d) of the Protective Covenants shall require the use of suitable roofing materials for all dwellings subject to the Protective Covenants. In this regard, Paragraph 6(d) shall now read as follows:

d. Roof. The roofing material for all dwellings shall consist of suitable roofing materials.

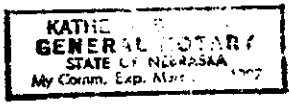
3. That with the exception of the amendments set forth above, in all other respects, the Covenants shall remain the same.

DATED this 15th day of April, 1985.

OWNER	LOT NOS.
<u>Allan R. Lerdahl</u>	<u>13</u> 13
<u>Ann M. Lerdahl</u>	<u>13</u> 13
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
by Allan R. Lerdahl & Ann M. Lerdahl on this 8th day of
May, 1985.



Kathe A. Sullivan
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
by _____ on this _____ day of
_____, 198____.

Notary Public

BOOK 738 PAGE 477

OWNER

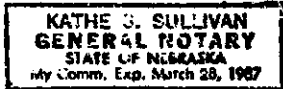
LOT NOS.

Alfred R. Kramer
Denise D. Kramer
Ronald A. Cappello
Marilyn M. Cappello

14 14
14 14
22 22
22 22

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
by Alan R. Kramer & Denise D. Kramer on this 8th day of
May, 1985.



Kathe S. Sullivan
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
by Ronald A. Cappello & Marilyn M. Cappello on this 8th day of
May, 1985.



Kathe S. Sullivan
Notary Public

OWNER

LOT NOS.

Vojislav Dosenovich

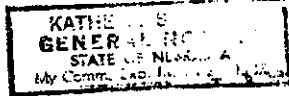
21 21

Nadine Dosenovich

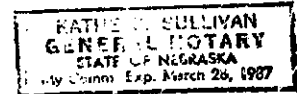
21

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
by Vojislav Dosenovich & Nadine Dosenovich on this 8th day of
May, 1985.



Kathie A. Sullivan
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
by _____ on this _____ day of
_____, 198 .

Notary Public

BOOK 738 PAGE 479

OWNER

LOT NOS.

<u>Carl G. Newman</u>	<u>24 24</u>
<u>Kathleen C. Newman</u>	<u>24 24</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Idaho
STATE OF ~~NEBRASKA~~)
Elmore) ss.
COUNTY OF ~~DOUGLAS~~)

The foregoing instrument was acknowledged before me
by Carl G. and Kathleen C. Newman on this 15th day of
April, 1985.



Boni M. Jordan
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
by _____ on this _____ day of
_____, 198____.

Notary Public

OWNER

LOT NOS.

Karl Person

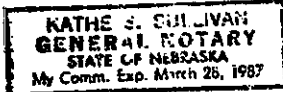
26 26

Phyllis J. Person

26 26

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
by Karl Person & Phyllis J. Person on this 8th day of
May, 1985.



Kathe S. Sullivan
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
by _____ on this _____ day of
_____, 198_____.

Notary Public

OWNER

LOT NOS.

First State Savings Co.
[Signature]
[Signature]

27 27



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
by R. J. Jankowski, President First State Savings Co on this 25 day of
April, 1982.



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
by _____ on this ____ day of
_____, 198__.

Notary Public

OWNER

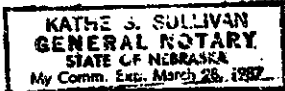
LOT NOS.

Bryan L. Kroenke
Cheryl L. Kroenke

31 31
31 31

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
by Bryan L. Kroenke & Cheryl L. Kroenke on this 8th day of
May, 1985.



Kathe J. Sullivan
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
by _____ on this ____ day of
_____, 198__.

Notary Public

BOOK 738 PAGE 483

OWNER

LOT NOS.

Donovan W. Ness
Carol L. Ness

40 40
40 40

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
by Donovan W. & Carol L. Ness on this 8th day of
May, 1985.

KATHE J. SULLIVAN
GENERAL NOTARY
STATE OF NEBRASKA
My Comm. Exp. March 28, 1987

Kathe J. Sullivan
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
by _____ on this _____ day of
_____, 198____.

Notary Public

OWNER

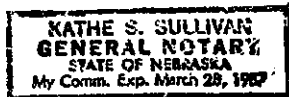
LOT NOS.

Richard T. Serp
Carol A. Serp

41 41
41 41

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
by Richard T. Serp and Carol A. Serp on this 8th day of
May, 1985.



Kathe S. Sullivan
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me
by _____ on this _____ day of
_____, 198_____.

Notary Public

OWNER

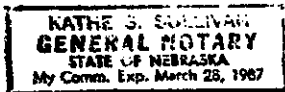
LOT NOS. Remaining Lots:

S & K Limited
 By: Mel L. Strong
 By: Frank R. Krejci
 General Partners

1,2,3,4,5,6,7,8,
 9,10,11,12,15,16,17,
 18,19,20,23,25,28,
 29,30,32,33,34,35,
 36,37,38,39,42,43.

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 by Mel L. Strong and Frank Krejci, General on this 8th day of
May, 1985. Partners for S & K Limited



Kathe S. Sullivan
 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
 by _____ on this _____ day of
 _____, 198_____.

 Notary Public

4 B. Mac

RECEIVED
 1985 MAY 13 AM 11:54
 GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

Book 738
 Page 475
 of 475
 Fee 27.00
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return:

Liberty Development

P.O. Box 100

Elkhorn

NE 68022

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by Arthur M. Greene and Deborah Greene husband and wife, hereinafter referred to as "Declarant", and those other signatories hereto who join in this Declaration and all of the actions taken by the Declarant herein by their signatures below.

WITNESSETH:

WHEREAS, Declarant is the owner of lots 44 thru 74, inclusive of Trailridge Ranches, a subdivision in Douglas County, Nebraska, located in the Northeast Quarter of Section 35, T15N, R10E, of the 6th P.M., in Douglas County, Nebraska, does hereby create, adapt, declare and establish the following restrictions upon the following described properties:

Lots 44 thru 74, inclusive, in Trailridge Ranches, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded. (the "property")

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of the Property for the purpose of protecting the value and desirability of the said property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Property or any part thereof their heirs successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

RESTRICTIONS AND COVENANTS

1. **Residential Purposes Only.** The Property shall be used only for single-family, residential purposed, except for such Parcels or parts thereof as may hereafter be conveyed or dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit use. Provided, however, this prohibition shall not apply: (a) To any building or structure that is to be used exclusively by a public utility company in connection with the furnishings of public utility services to the Property; or to any portion of the building used by the Declarant or Liberty Development Corporation, a Nebraska Corporation hereafter referred to as "Liberty", (Developer) its licensees or assigns, for a manager's office or a sales office. Construction of residential dwellings must be completed within one year after excavation for footings, or five (5) years from date of conveyance by the Declarant to the owner, whichever occurs first.

2. **Subdivision of Parcels Prohibited.** 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 Declarant or Liberty. Declarant and Liberty hereby establishes, the policy that it will consent to only one subdivision of any platted lot and that it will not approve a lot of less than one acre (43,560 square feet) area as a build able lot.

3. **Noxious Activities.** No noxious or offensive activity shall occur on the Property, nor shall any trash, ashes or other refuse be thrown, places 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. Any exterior lighting

3

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. No outside repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles shall be permitted on any lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any lot. No unused building material, junk or rubbish shall be left exposed on the lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, or similar chattel shall be maintained or stored on any part of a lot (other than in and enclosed structure) 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-tractors/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. Nor shall the land likewise 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 property. No firearms or guns of any type or nature whatsoever shall be fired or discharged upon, over or across any lands in the subdivision. All of the above shall also apply to any and all streets and Right of ways.

4. **Temporary Structure.** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the Property 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; prior to occupancy, the entire building must be substantially completed and the exterior must be fully completed.

5. **Accessory Buildings.** All accessory buildings including detached garages, shall be of wood, brick, or decorative masonry (excluding quonset huts and nonfactory or factory designed and built metal buildings, which are prohibited on the Property), and shall conform to good architectural design, and shall be harmonious and compatible with neighboring properties. All detached garages and accessory buildings shall be of the same architectural design as the residence and shall be located behind the rear building line of same.

6. **On-Site Construction.** No dwelling constructed in another location shall be moved to the Property.

7. **General Building Restrictions.** The finished and enclosed living area of residential structures, exclusive of porches, breezeways, basements and garages, shall be not less than the following minimum sizes: All residential structures must have basements equal to the main floor living space.

A. For a ranch style (one level) home, the ground floor (or main level) shall contain not less than 1,725 square feet of finished living area on the main floor.

B. For a one and one-half (1 ½) story home, the ground floor (main level) shall contain not less than 1,500 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 2,300 square feet.

C. For a two-story home, the ground floor (main level) shall contain not less than 1,200 square feet of finished living area, and the total finished living area for the first and second floors shall contain not less than 2,400 square feet.

D. No split entry or split level homes shall be allowed.

The maximum height for any building shall be two (2) stories, and all residences shall be built with an attached garage for not less than three (3) cars.

4

8. **Building Set-back Requirements.** The minimum, front, side and rear yard requirements of the City of Omaha, Development Reserve zoning district is now enacted and shall govern this subdivision. Any waiver or change of such restrictions by the City of Omaha shall not be effective to alter this covenant unless the undersigned likewise consents in writing to such waiver or change.

9. **Exterior Details.** The roofs of residential dwellings and outbuilding shall have Heritage asphalt shake or fiberglass laminated shake shingles which are premium grade and heavy weight, with a minimum 35-year warranty. Exposed portions of the foundations on the front shall be clay fired brick. The sides and rear exposed foundation of each dwelling and outbuilding are to be covered with clay-fired brick or stucco from outside corner to outside corner of structure. All exposed portions of fireplace chimneys shall be faced with clay-fired brick or stone; however, in the event a fireplace is located in the rear of the dwelling, or if less than 50 percent of an interior chimney is visible from the street, then said chimney may be covered with siding. In addition, the entire house may be of an Exterior Insulation Finishing System (EIFS), in which case the foundation and chimney shall be an EIFS finish; a combination of brick, stone, and/or EIFS is an acceptable exterior finish. Siding shall be horizontal lap siding only, vertical siding or sheathing is prohibited. Exterior colors used in new construction or in improvements such as periodic repainting shall be neutral or earth tones and are subject to Architectural approval by the Liberty.

10. **Driveways.** All driveways shall be constructed of concrete, brick, or asphaltic concrete.

11. **Trash Screening Required.** Outdoor garbage and trash containers are prohibited unless screened from view of other properties with a privacy fence.

12. **No primary** flat or mansard roof shall be permitted on any dwelling.

13. **Public Sidewalks.** Public sidewalks are the responsibility of, and shall be constructed by, the then owner of a lot prior to the time of completion of a dwelling and before occupancy thereof. In addition, sidewalks shall be constructed immediately abutting vacant lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon. Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits. In any event, all sidewalks shall be constructed upon both sides of any public streets within three (3) years of the recording of the subdivision plat. The extent of sidewalk, location, construction details, materials and grades shall be in accordance with the regulation of the City of Omaha and any revision thereof. (4 foot wide, 4 inches thick and 4 foot from the curb.) The maintenance of said sidewalks, after construction, shall be the responsibility of the owners of each of the lots.

14. **Water Drainage.** The declarant 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 neighboring buildings or lots.

15. **Septic Tanks and Common Septic.** No septic tanks shall be located and installed on any lot unless same shall be a minimum to 500 feet from the well site located in the Sanitary and Improvement District No. 284 parcel. However when absolutely necessary, and upon notification and approval by 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 a distance less than 300 feet from the well site. Lots: (55,56,57), (62,63,64), (58,59) are granted access by easement to lots: 46, 66, 75 for the construction, maintenance, and repair of its septic systems. Each property owner that uses lots, 46, 66, 75 for it's septic system is required to fully restore and maintain the property back to it's original condition at the sole expense of the owner whose lot it benefits. If and when construction, repair or maintenance is needed, all cost related to these actions are the sole responsibility of the lot owner whose lot the improvements benefit. Lots (55, 56, 57), (62, 63, 64), (58,59) are granted the exclusive right to enter the septic lot on the easement only where it's

septic system is, or is to be constructed, maintained or repaired at anytime for the sole purpose's listed above. Let it be noted that a verbal, 24 hour notice should be given to the septic lot owner, unless it is an emergency, at which time a verbal explanation should be given out of common courtesy. The owners of lots (55, 56, 57), (62, 63, 64), (58, 59) are required to maintain liability coverage for any and all actions taken on their parts for construction, repair, or maintenance, of said septic system on said septic lot. At no time is the owner of the septic lot liable for any loss or damage relating to anything involving said septic system on the septic lot. The owners of the septic lots may make improvements to that portion of the lot set aside by easement for the construction, maintenance, or repair of said septic systems. Subject to the following, such improvements must have prior written consent of Liberty and/or its successor and in no event can any improvement interfere or obstruct the sole purpose of that portion of the septic lot set aside by easement for the septic systems. Liberty may deny any request for any improvement on that part of the septic lot set aside by easement if its thought to interfere in any way with any septic system. Note: sprinkler systems and grass are permitted without written consent. If a lot cannot locate its septic system on its own lot, access to a vacant septic lot easement may be granted by the Declarant and Liberty. All septic plans must be approved by Liberty prior to construction. The above written also applies to all easements in relationship to septic lots for the sewer lines.

16. **Easements and Licenses.** A perpetual license and easement is hereby reserved in favor of and granted to the US West Telephone Company, City or County franchised cable television firms and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the caring and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said lots, five foot on all side yards, and said license is being granted for the use and benefit of all present and future owners of said lots; provided, however, that said lot line easement is granted upon the specific condition that if any said utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed by hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings shall be placed in perpetual easement ways, 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 herein granted. All telephone, cable television and electric power service lines from property line to dwelling shall be underground. The above written, if it pertains, will also apply to any utility easement not mentioned but recorded such as, but not limited to gas and sewer lines.

17. **Fences, Etc.** No fences may be built forward of the rear wall of the house and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, Liberty shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of wood, plastic, decorative iron, brick, or stone and are subject to the approval of Liberty. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained only in the rear one-third of each lot. No clothesline or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level. Entrance, driveway and sidewalk, posts, markers, and fences may be constructed, but only with the prior written consent of Liberty. Liberty reserves the right to deny such requests with or without cause or explanation. Liberty may request submitted plans be amended to conform to the overall conformity of the development.

18. **Trees.** Not less than 6 ornamental or deciduous shade trees must be planted on each lot, three (3) of which must be located in the front yard, within six (6) months after completion of the residence, and thereafter maintained in good growing condition, and replaced as necessary.

19. **Billboards and Nuisances Prohibited.** No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any lot except one (1) sign per lot consisting of not more than six (6) square feet advertising a lot as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners of any lot or any resident

thereof. Further, no business activities of any kind whatsoever shall be conducted on any lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by the Declarant or Liberty, their agents or assigns, during the construction and sale of the lots.

20. **Maintenance of Equipment and Vegetation.** Any exterior air conditioning condenser unit shall be placed in the rear yard or side yard so as not to be visible from public view. None of the Property shall be used in whole or 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 eyes, or not compatible to the surrounding dwellings; nor shall any substance or materials be kept upon the land that will emit a foul or noxious odor. Yard clippings and composted materials used for land conditioning must meet the above conditions and restrictions. All rubbish, trash and garbage shall not be permitted to remain on any lot in the subdivision, and shall be removed from the subdivision and shall not be burned within the subdivision by open fire, incineration or other means.

21. **Plantings and Ground Cover.** Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any portion of the property. No trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot as will interfere with the use or maintenance of any street or walk, or the unobstructed view at street intersections or otherwise interfere with or hinder the safety of vehicles and pedestrians. The owner shall take whatever steps are necessary to control and eliminate noxious weeds on his property. Ground cover shall be maintained on all lots sufficient to prevent erosion; each owner shall be required to seed or sod his lot, including vacant lots with grass or brome grass, and to mow and maintain same to a height not to exceed twelve (12) inches. Any and all dead trees and shrubbery must be removed promptly at owner's expense.

22. **Outside Antennas, Etc.** 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, subject to Architectural approval by Liberty.

23. **Animals.** No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the owner.

ARTICLE II.

ARCHITECTURAL CONTROL

1. The Declarant hereby assigns architectural, plan and building approval and covenant enforcement authority, under these Covenants to Liberty, and its successors and assigns. Liberty by executing these Covenants below hereby accepts the assignments of these obligations.

2. No dwelling, building, fence, or other than fences constructed by Liberty; wall, pathway, driveway, satellite antenna, patio, patio cover or enclosure; deck, rock garden, treehouse, swimming pool, tennis court, dog house, flag pole, solar heating or cooling collecting panels, device or equipment, tool shed, or other external improvement, above or below the surface of the ground (herein all referred to as any "Improvement") shall be constructed, erected, placed, planted, remodeled, altered, or otherwise maintained or permitted to remain on any lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of Liberty.

3. Liberty shall consider general appearance, exterior color or colors, architectural character, harmony

of external design and location in relation to surroundings, topography, location within the lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain neutral and earthtone hues will be acceptable. In this regard, Liberty intends that the lot within the property shall form a developed residential community with homes constructed of high quality materials consistent with this Declaration. Liberty specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the lots.

4. Documents in duplicate submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the Improvements may be required of the applicant at the discretion of Liberty. Each applicant shall submit to Liberty the following documents, materials, designs and/or plans (herein collectively referred to as the "plans").

a. Site plan indicating specific improvements and indicating lot number, street address, grading, location of the structure(s) proposed for the lot, surface drainage, sidewalks, exterior elevations of buildings and structures, landscaping plans, water lines, sewer lines including septic detail on septic tanks and related tile laterals.

b. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, and exterior color or colors.

c. Concurrent with submission of the plans, Owner shall notify Liberty of the Owner's mailing address.

5. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvements shall be deemed refused by Liberty. Construction on or improvement to platted lots shall not be approved by Liberty, or by default of Liberty's notification, if said construction will violate any provision of these covenants.

ARTICLE III.

GENERAL PROVISIONS

1. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land and the then current owners thereof, and shall inure to the benefit of and be enforceable by the Declarant, Liberty and their respective successors and assigns, and by any owner of any of the lots, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Declaration shall automatically renew for successive periods of ten (10) years each. This Declaration may be amended at any time by an instrument signed and notarized by the owners of not less than 80 percent of the lots. Any amendment must be recorded. This Declaration may also be amended by Liberty, or any person, firm, corporation, partnership or entity designated in writing by Liberty, in any manner it shall determine in its full and absolute discretion for a period of seven (7) years from the date hereof.

2. **Enforcement.** The Declarant, Liberty, or any Owner of any lot, shall have the right to enforce by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant, or reservation, now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Liberty, or by any Owners to enforce any covenants or restrictions herein contained or to recover damages shall in no event be deemed a waiver of the right to do so thereafter. Nothing herein contained shall in any way be construed as imposing upon the Declarant or Liberty any liability, obligation or

requirement to enforce any of the provisions contained herein.

3. **Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

4. **Assignment of Status as Declarant.** The Declarant, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, The Declarant may appoint another entity, association, or individual'S to serve as Declarant, and such appointee shall thereafter serve as Declarant with the same authority and powers as the original Declarant.

5. **Sewer and Water Fee.** Each lot owner is required by these covenants to make payment to SID 284 for the water connection fee and payment to Liberty Development Corporation and or its successor or assigns for the interceptor sanitary sewer fee. The water connection fee must accompany the owners request for approval of said building plans and shall be paid by certified funds, or cashier check. If the request for approval is denied the funds will be returned, but if said plans are approved the funds will be immediately forwarded for deposit. The water connection fee will be \$400.00 until December 31, 2000, at which time the amount is subject to change and the interceptor sanitary sewer fee is \$673.20 as of March 13, 1997. The interceptor sanitary sewer fee has been prepaid for each lot by Liberty. This fee must be reimbursed to Liberty on or before the closing of each lot sale by the Buyer. (Note: Approval of plans and commencement of construction is not authorized without the prior payment of these fees. No lot is permitted to connect into the SID 284 water system without first paying the water connection fee and the interceptor sanitary sewer fee.)

6. **Agreement Between the Declarant and Liberty.** Declarant and Liberty agree as follows:

A. During the period of time that the Development Agreement entered into between the Declarant and Liberty dated April 9, 1996 and amended by Amendment No. 1 dated October 16, 1997 (the "Development Agreement") is in effect and Liberty is not in default of any of the terms of the Development Agreement, the Declarant assigns all of its rights as the Declarant under these Covenants to Liberty relative to the Property. Upon termination of the Development Agreement then this assignment shall terminate.


B. In the event Liberty becomes the sole owner of the Declarant'S interest in the property, the Declarant agrees to permanently assign all their rights as Declarant under these Covenants to Liberty.

C. In the event the Development Agreement should terminate and/or Liberty does not become the sole owner of the Declarant'S interest in the Property, then Liberty's authority under these Covenants shall terminate and Liberty shall then permanently assign all its rights as Declarant under these Covenants to the Declarant.

IN WITNESS WHEREOF, the undersigned Declarant and Liberty have executed this Declaration this 7th day of November, 1997.

Declarant:


Arthur M. Greene


Deborah Greene

Developer:
Liberty Development Corporation
a Nebraska Corporation

By: [Signature]
David Broekemeier Its: President

STATE IF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

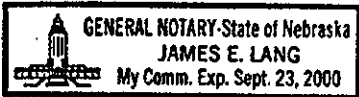
The foregoing instrument was acknowledged before me this 7th day of November, 1997,
by Arthur M. Greene.



[Signature]
Notary Public

STATE IF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

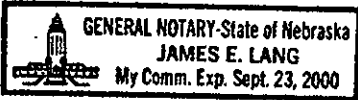
The foregoing instrument was acknowledged before me this 7th day of November, 1997,
by Deborah Greene.



[Signature]
Notary Public

STATE IF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of November, 1997,
by David Broekemeier, President of Liberty Development Corporation, a Nebraska Corporation, on behalf of
the corporation.



[Signature]
Notary Public

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Nov 10 3 10 PM '97

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



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DEL _____ SCAN *dc* FV _____



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Nov 10 3 13 PM '97

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

14305 OC-28910
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 BKP C/O COMP MB
 DEL SCAN AC FV

return:
 Liberty Development
 P.O. Box 100
 Elkhorn, NE 68022

PERMANENT EASEMENT

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, ARTHUR M. GREENE AND DEBORAH GREENE, husband and wife, hereinafter referred to as "Grantor", hereby grants, transfers and conveys to the present and future owners of Lots 46, 66, 73 and 74, Trailridge Ranches, a subdivision in Douglas County, Nebraska, and their successors and assigns, hereinafter referred to individually and together as the "Grantee", a permanent easement and the right of Grantee to obtain ingress and egress to the easement area over and through the real property described as follows:

See Exhibits "1" through "12" attached hereto for the legal descriptions of the easement area (the "Easement Area"),

on which the respective Grantee may install a private sanitary sewer system within that portion of the Easement Area which relates to the lot which the respective Grantee owns as described in Exhibits "1" through "12", attached hereto, subject to the following:

1. The scope and purpose of this easement is for the construction, repair, maintenance, replacement and renewal of a private sanitary sewer system, including all necessary pipelines, septic tanks, manholes, lateral fields and other related appurtenances and equipment and the transmission through said private lines, sewers and equipment of sanitary sewage within that portion of the Easement Area which relates to the lot owned by the respective Grantee described in the first paragraph of this easement. The respective Grantee shall have the full right and authority to enter upon that portion of the Easement Area which relates to his or her lot in order to perform any of the acts and functions described within the scope and purpose of this easement. Upon entering the Easement Area for construction, maintenance or repair, the Grantee shall restore the Easement Area to the condition that existed at the time such construction, maintenance or repair commenced. Provided, however, that this easement is also governed by and subject to the covenants, conditions, and restrictions filed against the lots described in the first paragraph of this easement and the Easement Area prior to the recording of this easement.

2. By accepting and recording this perpetual easement, said Grantee, agrees forthwith, to make good or cause to be made good to the owner or owners of the property in which the same were constructed, any or all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or construction in the way of damage, including but not limited to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines and gardens, provided, however, that this provision applies only to the grounds, grass, sprinklers, fence, sidewalks and drives located in, on, over or across said easement or any part thereof.

3. The Grantor hereby warrants and confirms to the Grantee that the Grantor is the owner of the easement area as described herein and that they have the right to grant and convey this easement in the manner set forth herein. This easement runs with the land and shall

CTC

run in favor of and be binding upon the parties hereto and to their respective grantees, assigns and successors.

DATED this 7th day of November, 1997.

GRANTOR:

Arthur M. Greene
Arthur M. Greene

Deborah Greene
Deborah Greene

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

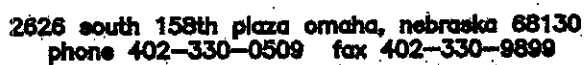
On this 7th day of November, 1997, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Arthur M. Greene and Deborah Greene, husband and wife, who is personally known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

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



James E. Lang
Notary Public

F:\AGREES\REAL\EASEMT\GREENE.EA2



A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LIBERTY DEVELOPMENT CORPORATION, OR ITS ASSIGNS, ON LOT 46 OF TRAILRIDGE RANCHES A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM, ON THE NORTH 40 FEET OF SAID LOT 46, CONTAINING 11,597 SQUARE FEET MORE OR LESS, ON THE DESCRIBED EASEMENT NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.

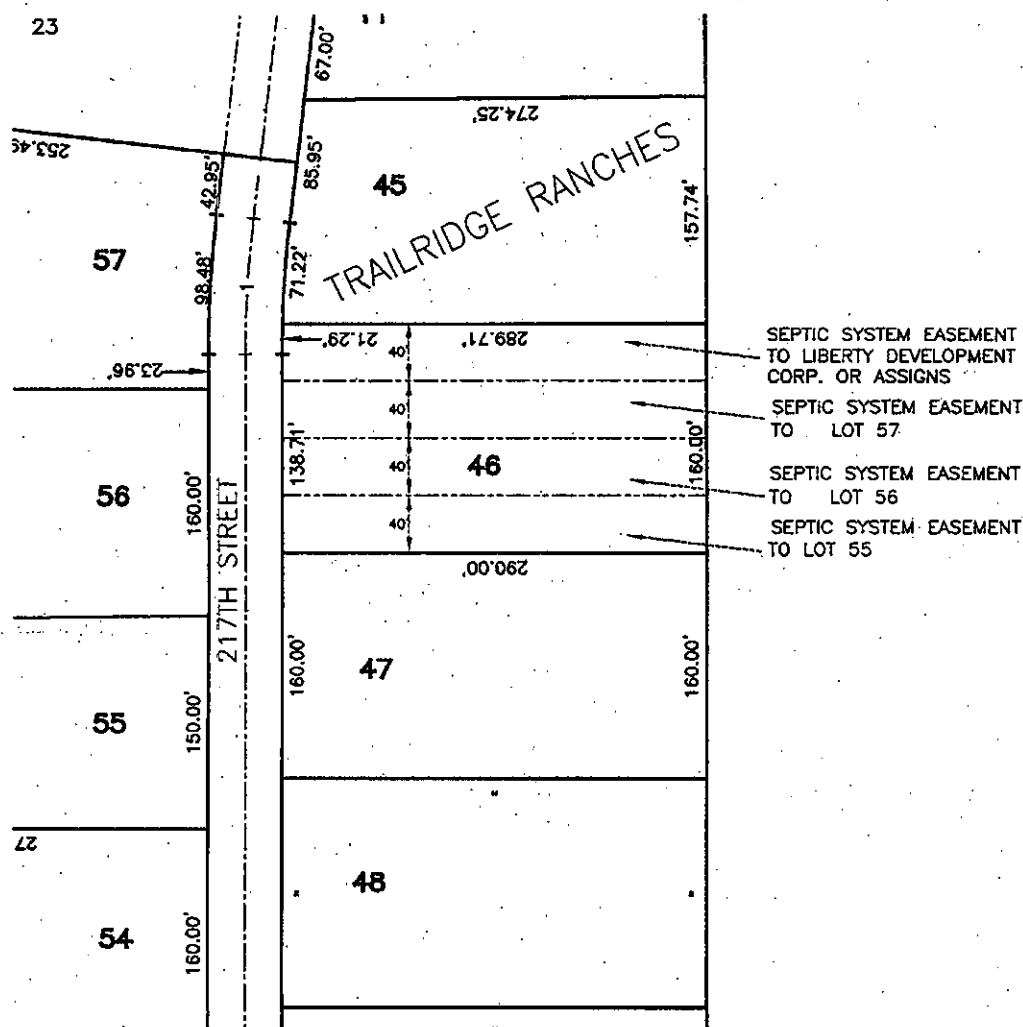


EXHIBIT "1"

LIBERTY DEVELOPMENT CORPORATION



2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-9899

SEPTIC SEWER SYSTEM EASEMENT

A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LOT 57 OF TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. ON THAT PART OF LOT 46 OF SAID SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM, ON THE SOUTH 40 FEET OF THE NORTH 80 FEET OF SAID LOT 46. CONTAINING 11,600 SQUARE FEET MORE OR LESS, ON THE DESCRIBED EASEMENT NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.

N



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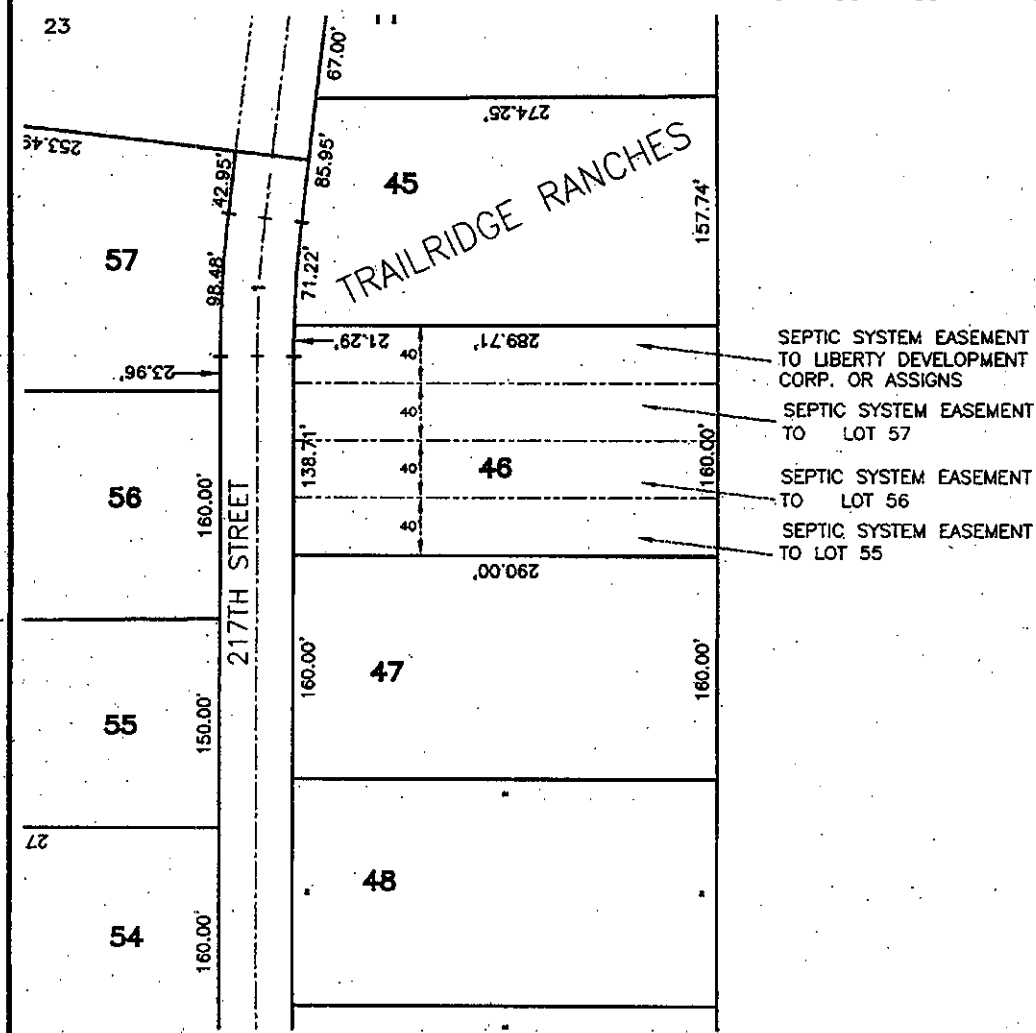


EXHIBIT "2"

LIBERTY DEVELOPMENT CORPORATION



2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-8899

SEPTIC SEWER SYSTEM EASEMENT

A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LOT 56 OF TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, ON THAT PART OF LOT 46 OF SAID SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM, ON THE NORTH 40 FEET OF THE SOUTH 80 FEET OF SAID LOT 46, CONTAINING 11,600 SQUARE FEET MORE OR LESS. ON THE DESCRIBED EASEMENT NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.



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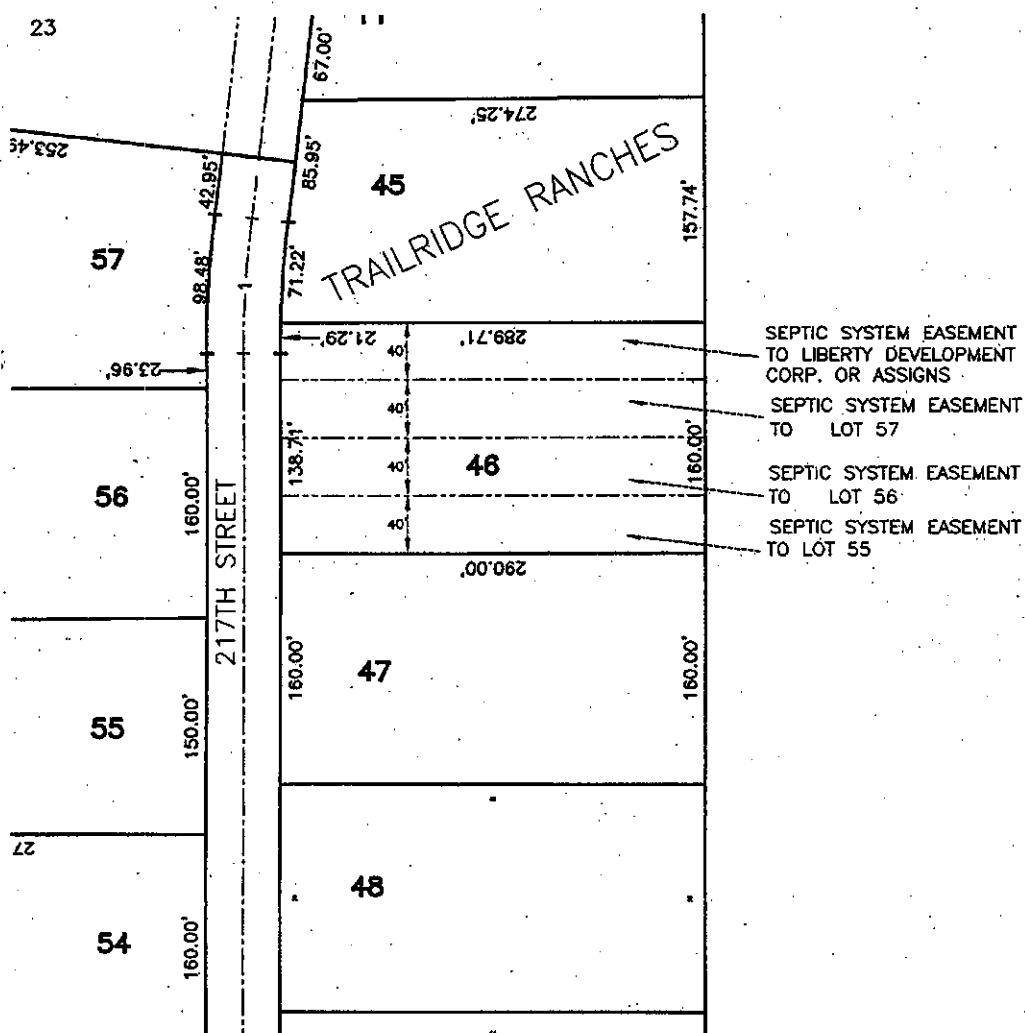


EXHIBIT "3"

LIBERTY DEVELOPMENT CORPORATION



2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-9899

SEPTIC SEWER SYSTEM EASEMENT

A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LOT 55 OF TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, ON THAT PART OF LOT 46 OF SAID SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM, ON THE SOUTH 40 FEET OF SAID LOT 46. CONTAINING 11,600 SQUARE FEET MORE OR LESS. ON THE DESCRIBED EASEMENT NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.



0 50' 100' 200'

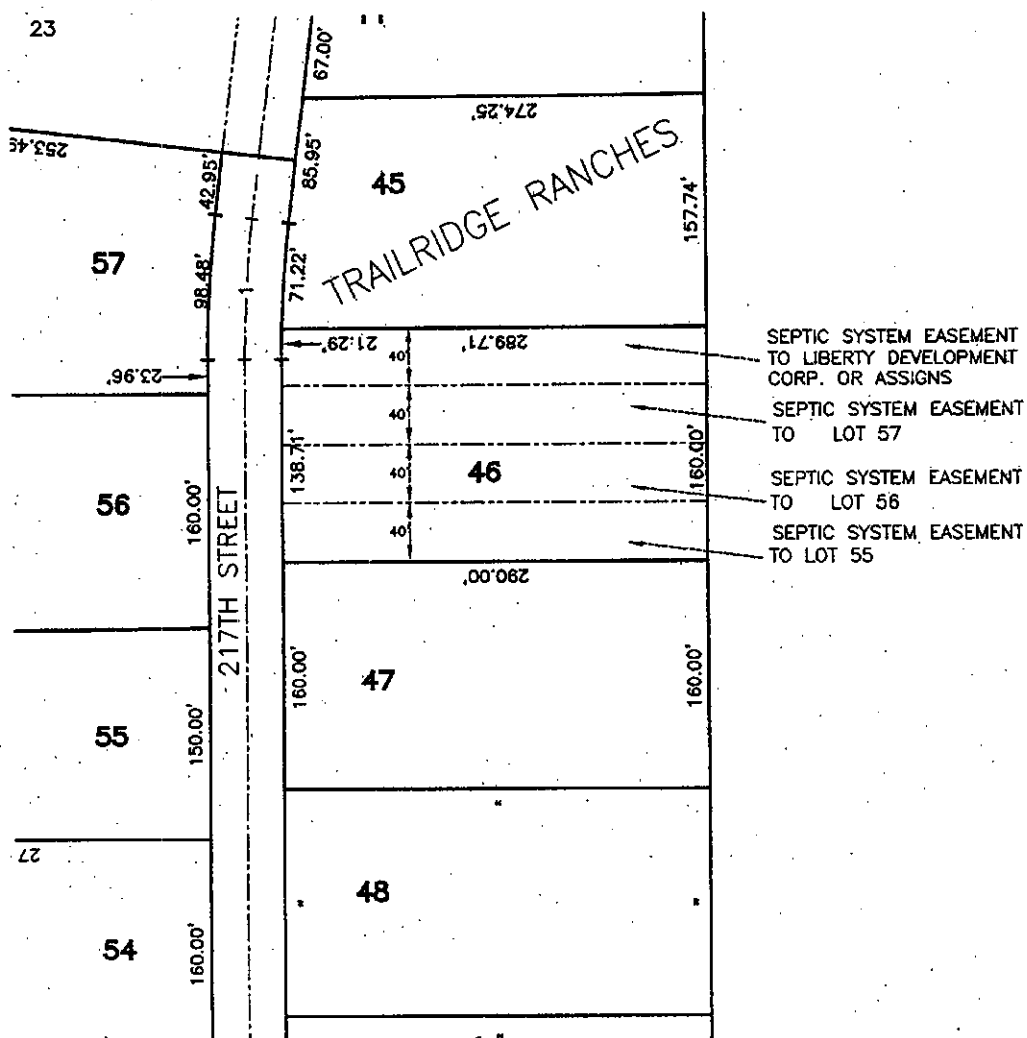


EXHIBIT "4"

LIBERTY DEVELOPMENT CORPORATION



2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-9899

SEPTIC SEWER SYSTEM EASEMENT

A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LOT 58 OF TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA: ON A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 35 T15N, R10E, OF THE 6th P.M. DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF LOT 74 OF SAID SUBDIVISION; THENCE S0°19'22"E, FOR 105.77 FEET; THENCE S89°40'38"W FOR 20.00 FEET; THENCE N0°19'22"W, FOR 65.77 FEET; THENCE S89°40'38"W FOR 169.90 FEET THENCE N0°19'22"W, FOR 40.00 FEET; THENCE N89°40'38"E FOR 189.90 FEET TO THE POINT OF BEGINNING CONTAINS 8911 SQUARE FEET MORE OR LESS. FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.



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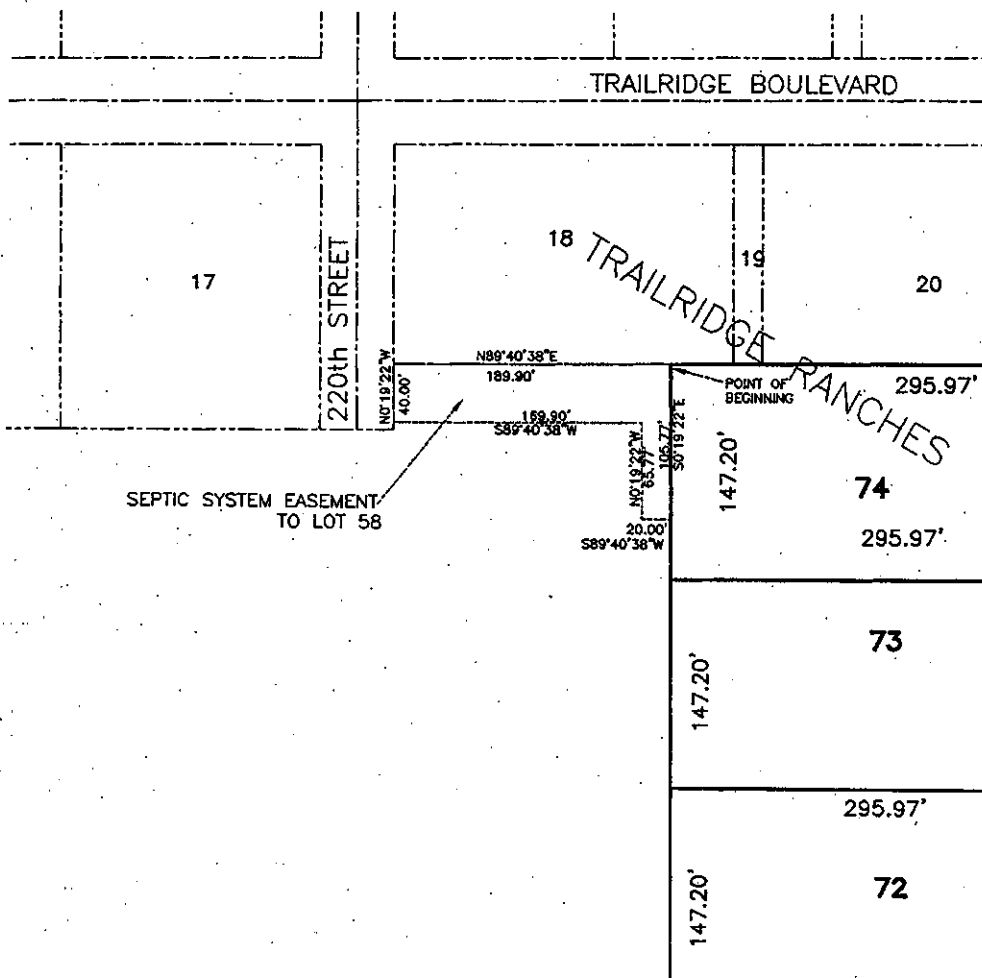


EXHIBIT "5"

LIBERTY DEVELOPMENT CORPORATION



2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-9899

SEPTIC SEWER SYSTEM EASEMENT

A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LOT 59 OF TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. ON A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 35 T15N, R10E, OF THE 6th P.M. DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF LOT 74 OF SAID SUBDIVISION; THENCE S0°19'22"E, FOR 40.00 FEET, TO THE POINT OF BEGINNING; THENCE S0°19'22"E, FOR 65.77 FEET; THENCE S89°40'38"W FOR 20.00 FEET; THENCE N0°19'22"W, FOR 25.77 FEET; THENCE S89°40'38"W FOR 169.90 FEET TO THE POINT OF BEGINNING CONTAINS 8111 SQUARE FEET MORE OR LESS. FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERRECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBES, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.



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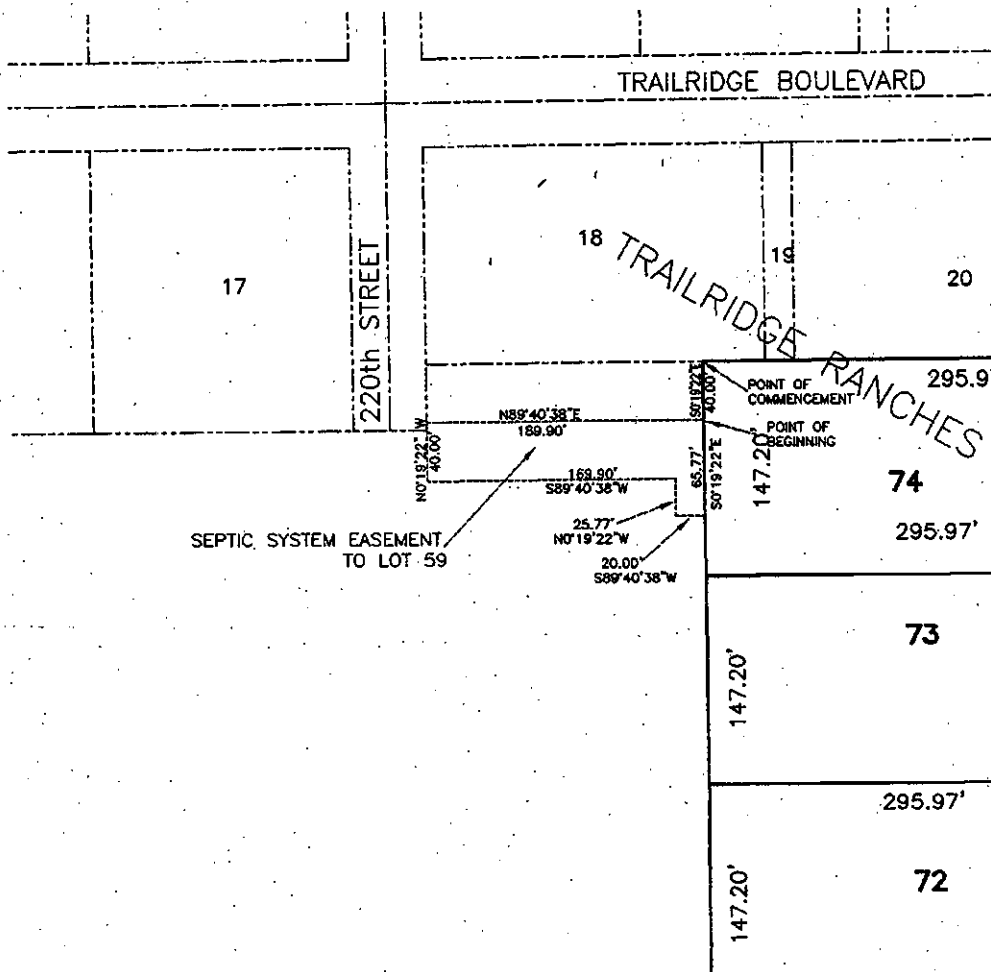


EXHIBIT "6"

LIBERTY DEVELOPMENT CORPORATION



2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-8899

SEPTIC SEWER SYSTEM EASEMENT

A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LOTS 58 AND 59 OF TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, ON THAT PART OF LOT 73 OF SAID SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM, ON THE NORTH 10 FEET OF THE EAST 250.77 FEET OF SAID LOT 73 CONTAINING 2,508 SQUARE FEET MORE OR LESS. ON THE DESCRIBED EASEMENT NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.



0 50' 100' 200'

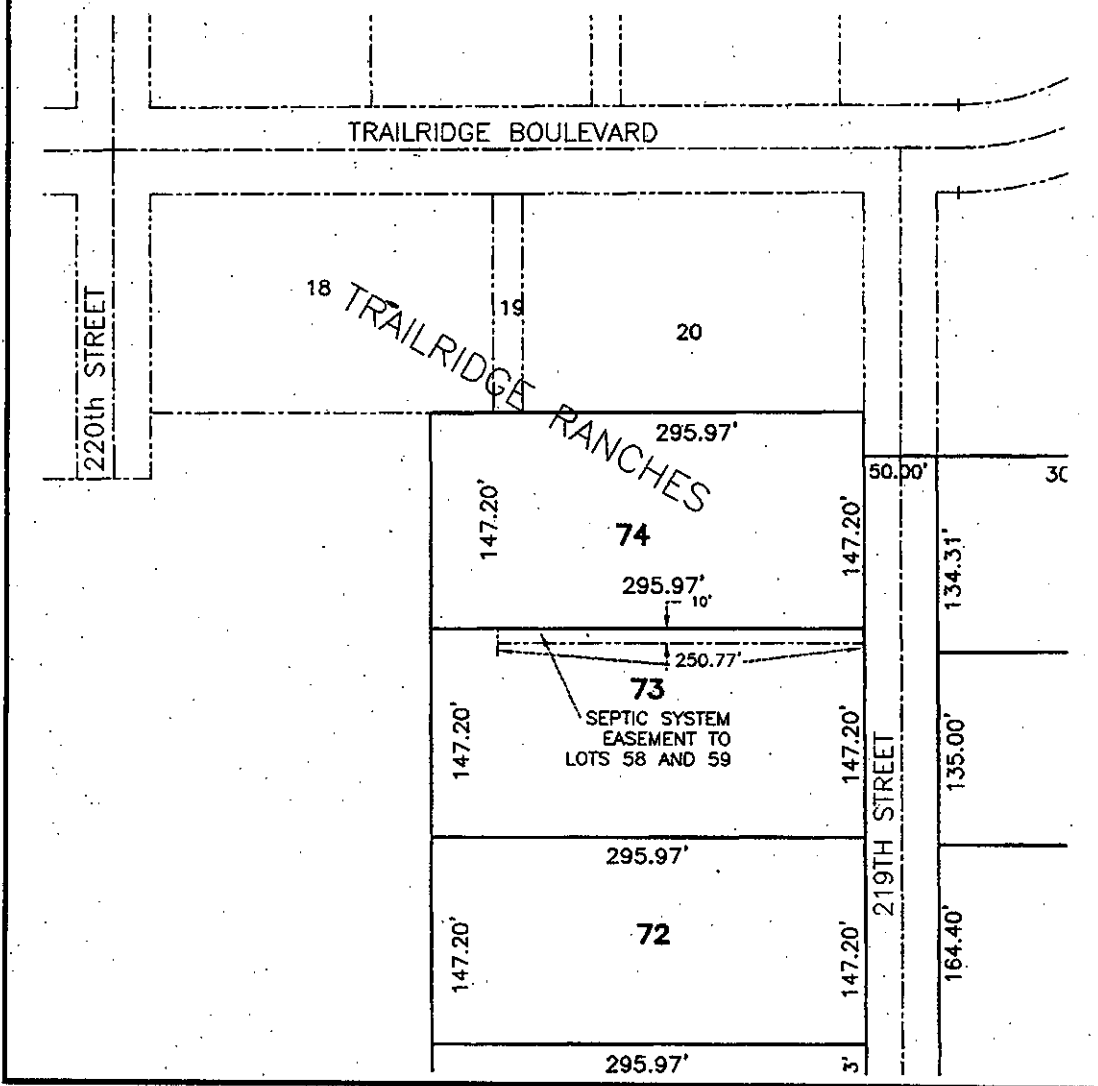


EXHIBIT "7"

LIBERTY DEVELOPMENT CORPORATION



2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-9899

SEPTIC SEWER SYSTEM EASEMENT

A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LOTS 58 AND 59 OF TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, ON THAT PART OF LOT 74 OF SAID SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM, AS DESCRIBED; BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 74; THENCE S89°40'38"W FOR 250.77 FEET; THENCE N47°48'44"W FOR 61.32 FEET; THENCE N0°19'22"W FOR 27.13 FEET; THENCE S47°48'44"E FOR 86.67 FEET; THENCE N89°40'38"E FOR 232.08 FEET; TO THE POINT OF BEGINNING CONTAINING 3894 SQUARE FEET MORE OR LESS. ON THE DESCRIBED EASEMENT NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.

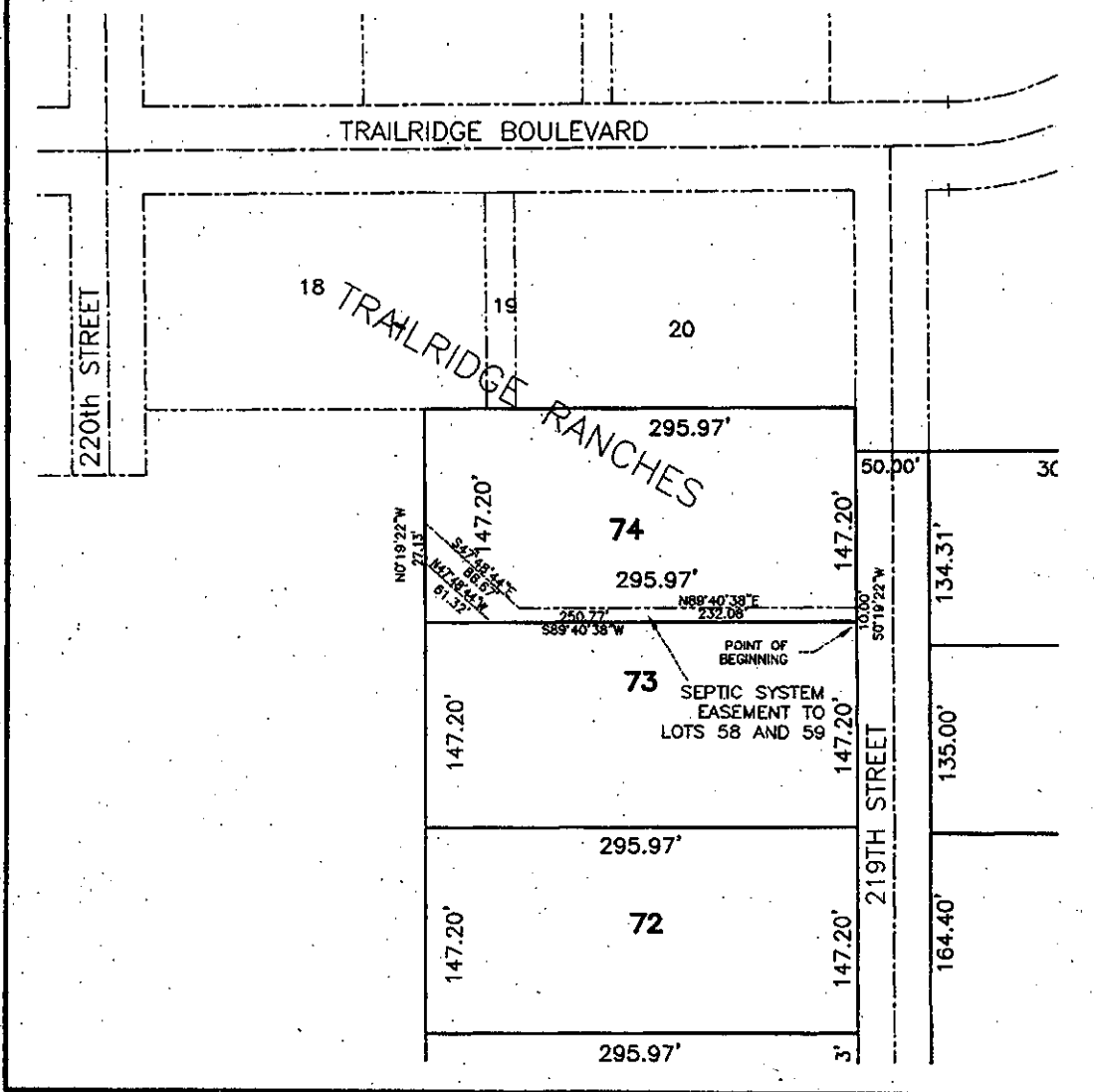
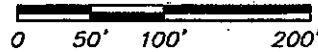


EXHIBIT "8"

LIBERTY DEVELOPMENT CORPORATION



2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-9899

SEPTIC SEWER SYSTEM EASEMENT

A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LIBERTY DEVELOPMENT CORPORATION OR ITS ASSIGNS, ON THAT PART OF LOT 66 TRAILRIDGE RANCHES A SUBDIVISION AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM, ON THE EAST 46.5 FEET OF SAID LOT 66, CONTAINING 10,928 SQUARE FEET MORE OR LESS, ON THE DESCRIBED EASEMENT NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERRECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBES, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.

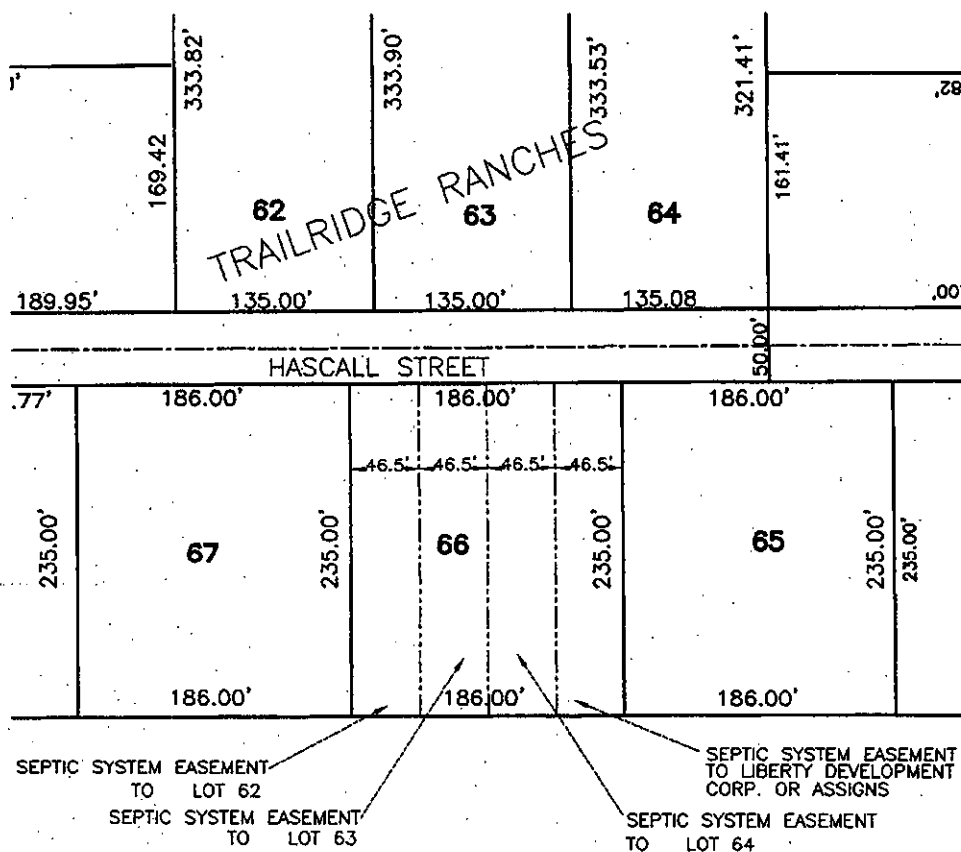
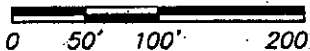


EXHIBIT "9"

LIBERTY DEVELOPMENT CORPORATION



2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-9899

SEPTIC SEWER SYSTEM EASEMENT

A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LOT 62 OF TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. ON THAT PART OF LOT 66 OF SAID SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM, ON THE WEST 46.5 FEET OF SAID LOT 66, CONTAINING 10,928 SQUARE FEET MORE OR LESS. ON THE DESCRIBED EASEMENT NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.

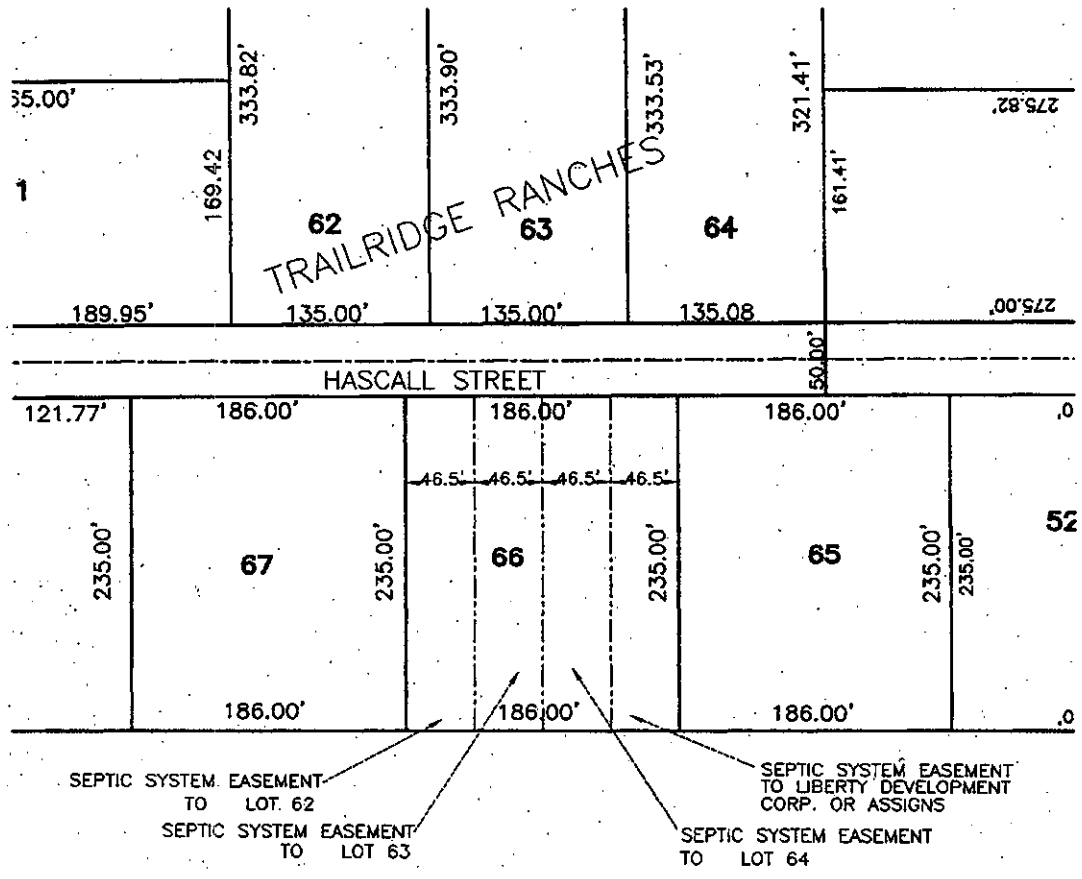
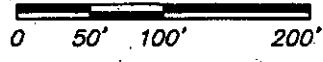


EXHIBIT "10"

LIBERTY DEVELOPMENT CORPORATION



2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-9899

SEPTIC SEWER SYSTEM EASEMENT

A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LOT 63 OF TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, ON THAT PART OF LOT 66 OF SAID SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM, ON THE EAST 46.5 FEET OF THE WEST 93 FEET OF SAID LOT 66, CONTAINING 10,928 SQUARE FEET MORE OR LESS. ON THE DESCRIBED EASEMENT NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERRECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBES, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.



0 50' 100' 200'

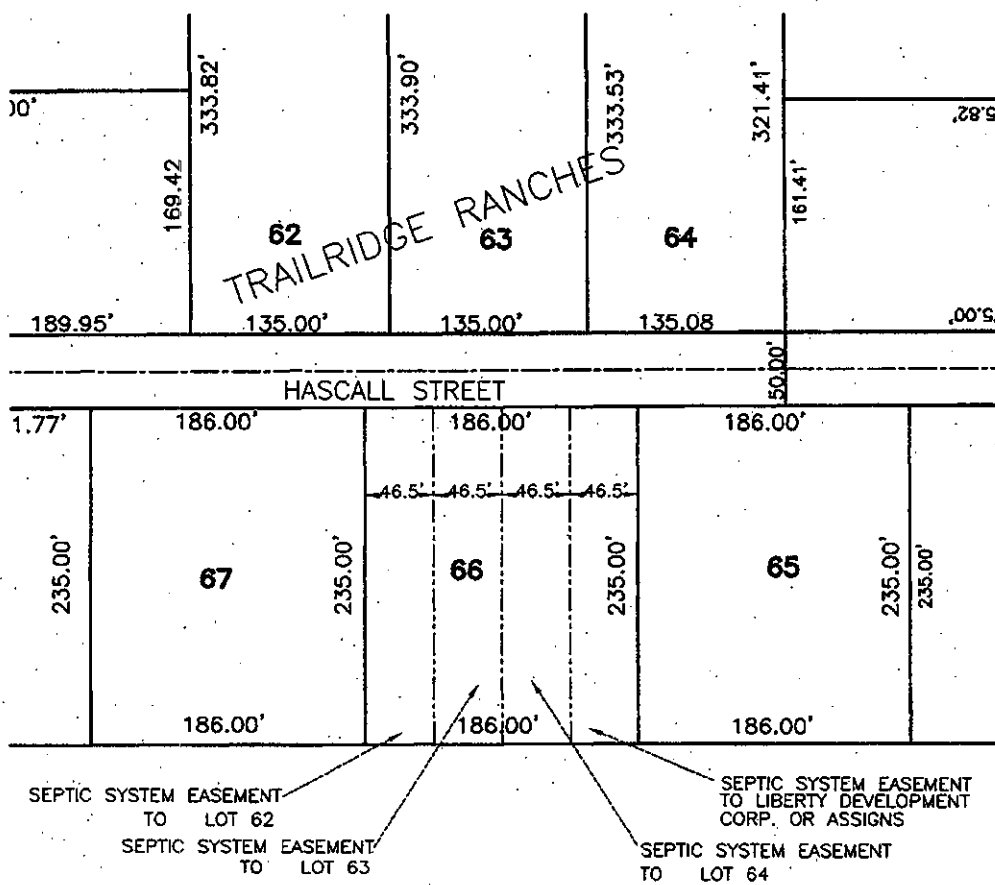


EXHIBIT "11"

LIBERTY DEVELOPMENT CORPORATION



2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-9899

SEPTIC SEWER SYSTEM EASEMENT

A PERMANENT SEPTIC SEWER SYSTEM EASEMENT TO LOT 64 OF TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, ON THAT PART OF LOT 66 OF SAID SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A SEPTIC SEWER SYSTEM, ON THE WEST 46.5 FEET OF THE EAST 93 FEET OF SAID LOT 66. CONTAINING 10,928 SQUARE FEET MORE OR LESS. ON THE DESCRIBED EASEMENT NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED OR ERECTED BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORE SAID USES OR RIGHTS HEREIN GRANTED.

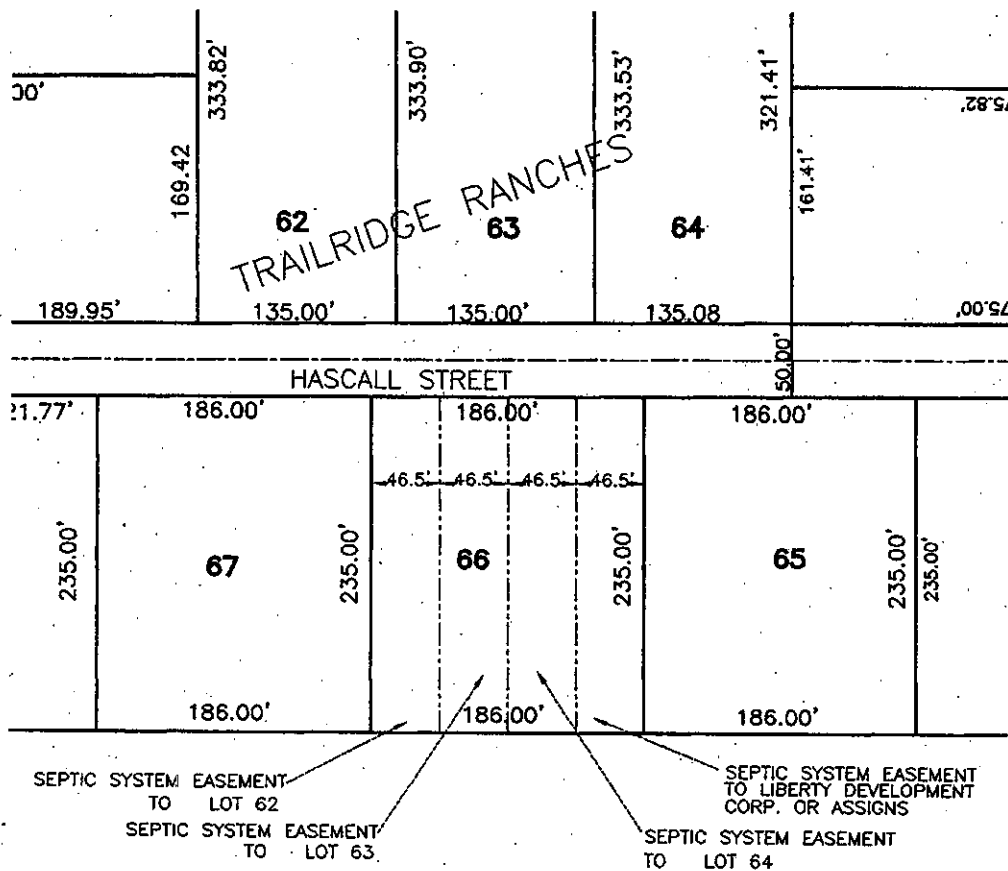
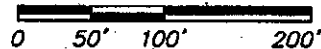


EXHIBIT "12"



2074 085 DEED



13793 97 085-093

RECEIVED

OCT 21 3 54 PM '97

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

THIS PAGE INCLUDED FOR

INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

FEE 53.50 FB 01-60000 (led)
EMP _____ C/O _____ COMP MB
DEL _____ SCAN dc FV _____

TRAILRIDGE R

LOTS 58 THRU 74, INCLUSIVE

BEING A PLATTING OF PART OF THE NE 1/4
T15N, R10E OF THE 6TH P.M., DOUGLAS CO

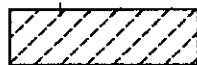
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND OF SAID SUBDIVISION AND THAT A BOND WILL BE POSTED WITH THE CITY OF OMAHA TO INSURE THAT PERMITS THE ENDS OF ALL CURVES AND AT ALL BOUNDARY CORNERS OF THE SUBDIVISION DESCRIBED HEREIN LYING IN DOUGLAS COUNTY, NEBRASKA SAID SUBDIVISION TO BE KNOWN AS TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTE BEGINNING AT THE SE CORNER OF LOT 21, TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTE SOUTHERLY LINE OF LOTS 18 THRU 21, SAID TRAILRIDGE RANCHES AND ADJOINING STREETS ON THE FOLLOWING: 1) THENCE S89°40'38"W, 295.97 FEET; 2) THENCE N00°19'22"W, 30.00 FEET; 3) THENCE S89°40'38"W, 295.97 FEET; THENCE S01°17'30"W, 235.00 FEET; THENCE EASTERLY ALONG SAID SOUTH LINE N89°42'30"E 1100.55 FEET; THENCE N00°17'30"W, 135.00 FEET; THENCE S89°40'38"W, 129.53 FEET; THENCE N85°09'56"W 140.56 FEET; THENCE N00°17'30"W, 135.00 FEET; THENCE S89°40'38"W, 129.53 FEET

DECEMBER 9, 1996

DATE:

LEGEND



20' WIDE PERMANENT SANITARY SEWER
EASEMENT GRANTED TO S.I.D. 284.



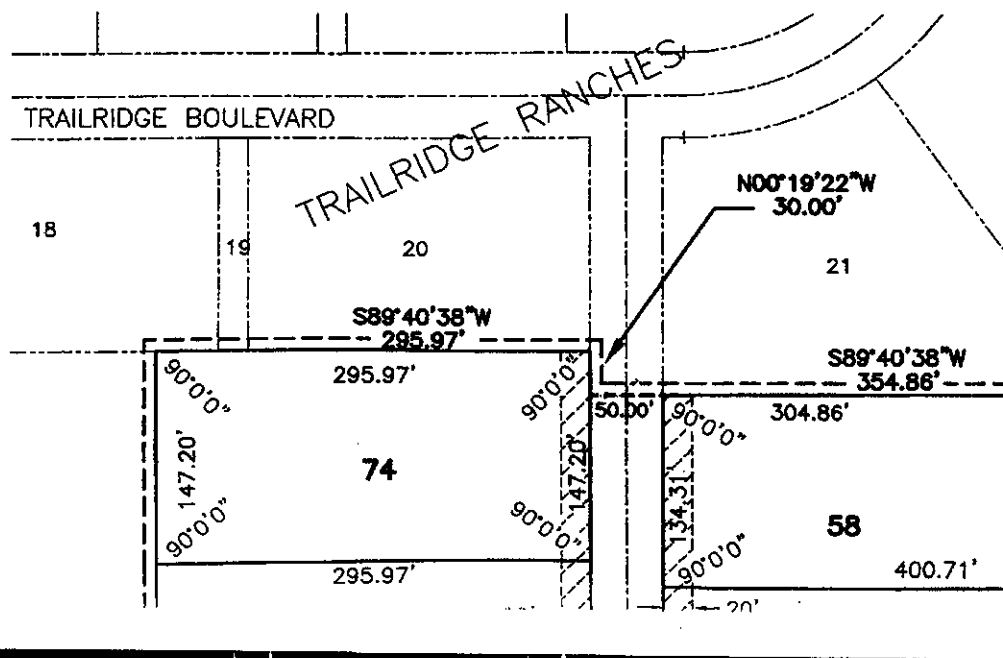
PERMANENT SEWERS AND DRAINAGE
EASEMENT GRANTED TO S.I.D. 284

CENTERLINE CURVE TABLE

CURVE	RADIUS	TANGENT	ARC LENGTH	DELTA	D
1	100.00'	99.95'	157.03'	89°58'08"	57.2957795

NOTES

1. ALL LOT LINES 0
2. ALL ANGLES ARE



RIDGE RANCHES

LOTS 58 THRU 74, INCLUSIVE

A PLATTING OF PART OF THE NE 1/4 OF SECTION 35,
R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS WILL BE POSTED WITH THE CITY OF OMAHA TO INSURE THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS, AND BOUNDARY CORNERS OF THE SUBDIVISION DESCRIBED HEREIN LYING WITHIN THE NE 1/4 OF SECTION 35 T15N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING A PLATTING OF THAT PART OF SAID NE 1/4, DESCRIBED AS FOLLOWS: TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID DOUGLAS COUNTY; THENCE WESTERLY ON THE SOUTH LINE OF SAID TRAILRIDGE RANCHES AND ADJOINING STREETS ON THE FOLLOWING DESCRIBED 3 COURSES: 1) THENCE S89°40'38"W (ASSUMED BEARING) 30.00 FEET; 2) THENCE S89°40'38"W, 295.97 FEET; THENCE S00°19'22"E, 917.80 FEET TO A POINT ON THE SOUTH LINE OF SAID NE 1/4; THENCE N89°42'30"E 1100.55 FEET; THENCE N00°17'30"W, 235.00 FEET; THENCE S89°42'30"W, 84.74 FEET; THENCE N00°17'30"W, 371.41 FEET; THENCE N00°17'30"W, 135.00 FEET; THENCE S89°40'38"W, 129.53 FEET; THENCE N35°50'08"W, 165.00 FEET TO THE POINT OF BEGINNING.

Louis R. Whisonant
LOUIS R. WHISONANT
NEBRASKA R.L.S. 421



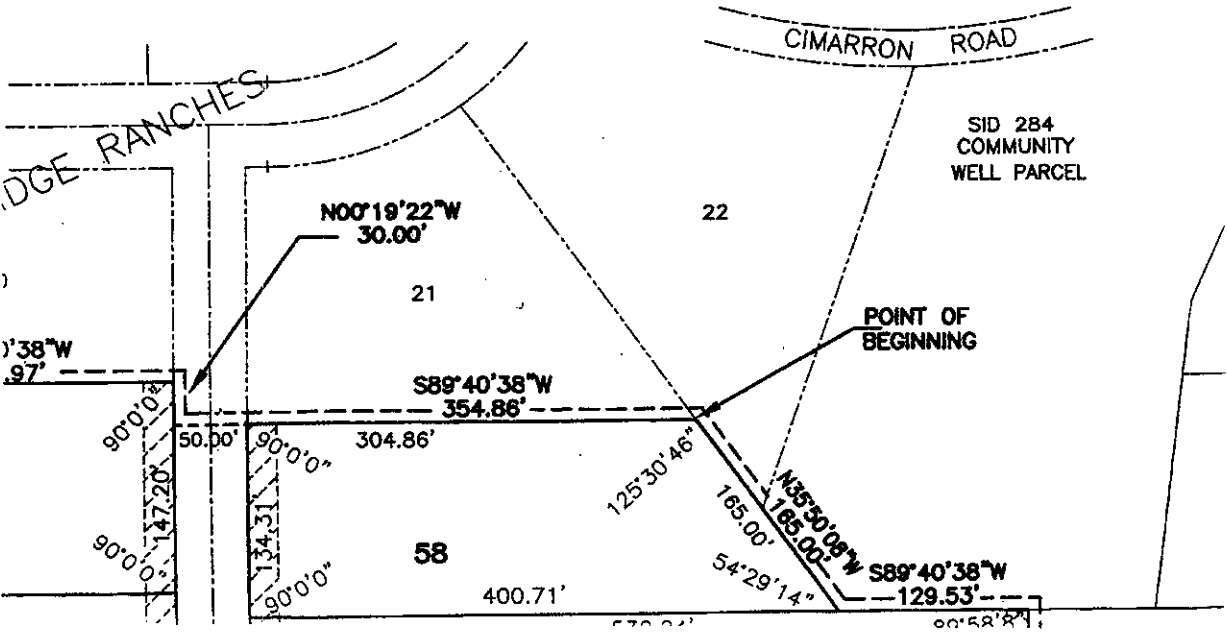
NOTES

1. ALL LOT LINES ON CURVES ARE RADIAL UNLESS OTHERWISE NOTED
2. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED

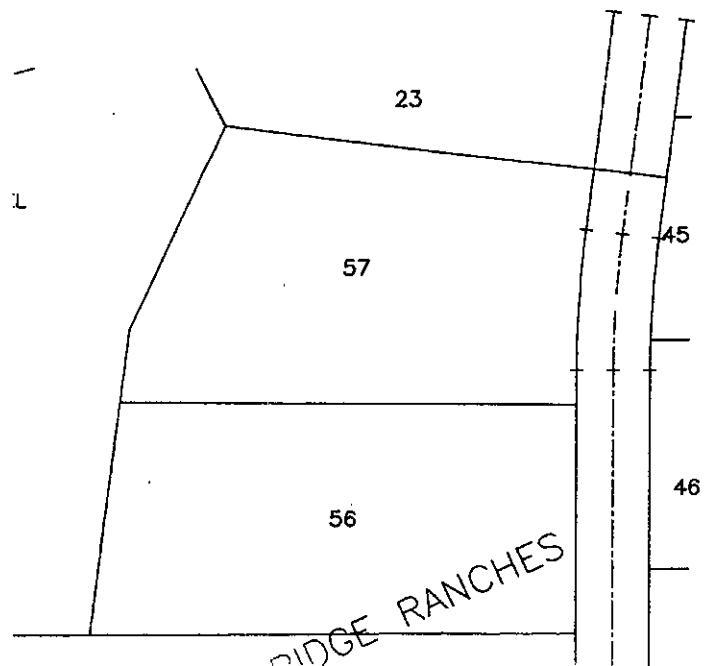
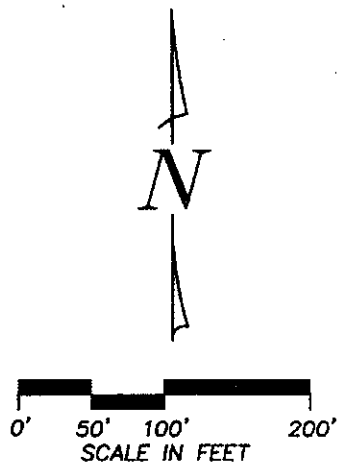
ENT SANITARY SEWER
D TO S.I.D. 284.

RS AND DRAINAGE
D TO S.I.D. 284

DELTA	D
39°58'08"	57.2957795



SET AT ALL CORNERS
 ANGLE POINTS, AND AT
 IE 6TH P.M., DOUGLAS
 DESCRIBED AS FOLLOWS:
 : WESTERLY ON THE
 W (ASSUMED BEARING)
 I LINE OF SAID NE1/4;
 1'30"W, 371.41 FEET;
 OF BEGINNING.



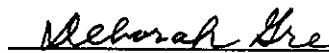


100' 200'
IN FEET

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE ARTH GREENE, HUSBAND AND WIFE, BEING THE OWNERS, OF THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN LAND TO BE SUBDIVIDED INTO STREETS AND LOTS TO SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS TR 74 AND WE DO HEREBY RATIFY AND APPROVE OF THE DIS. SHOWN ON THIS PLAT AND WE DO HEREBY DEDICATE TO THE STREETS AS SHOWN ON THIS PLAT AND WE DO EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A TELEVISION SYSTEM IN THE AREA TO BE SUBDIVID ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, FACILITIES AND TO EXTEND THEREON WIRES OR CABLE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, OF LAND ADJOINING THE REAR BOUNDARY LINES OF SIXTEEN (16') FOOT WIDE STRIP OF LAND ADJOINING ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HER FORMING THE OUTER PERIMETER OF THE ABOVE SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED STRIP WHEN THE ADJACENT LAND IS SURVEYED, PL SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED REQUESTED BY THE OWNER. NO PERMANENT BUILDINGS LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEM BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDE PURPOSES THAT DO NOT THEN OR LATER INTERFERE RIGHTS HEREIN GRANTED.


ARTHUR M. GREENE


DEBORAH GREENE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF Douglas) SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS DAY, DEBORAH GREENE, HUSBAND AND WIFE.

MY COMMISSION EXPIRES ON THE 23 DAY OF August, 199 . A.D.

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN ON 1997.

DEPUTY

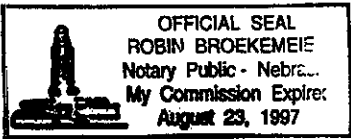
APPROVAL OF CITY ENGINEER

I HEREBY APPROVE THIS PLAT OF TRAIL RIDGE RANCHES LOTS 58 TH

THUR M. GREENE AND DEBORAH
OF THE LAND DESCRIBED WITHIN
THIS PLAT, HAVE CAUSED SAID
TO BE NAMED AND NUMBERED AS
TRAILRIDGE RANCHES, LOTS 58 THRU
DISPOSITION OF OUR PROPERTY AS
TO THE PUBLIC FOR PUBLIC USE,
FURTHER GRANT A PERPETUAL
AND U.S. WEST COMMUNICATIONS,
FRANCHISE TO PROVIDE A CABLE
IDED, THEIR SUCCESSORS AND
AND RENEW POLES, WIRES,
CONDUITS AND OTHER RELATED
ABLES FOR THE CARRYING AND
HEAT, AND POWER FOR THE
S AND THE RECEPTION THEREOF,
N SYSTEM AND THEIR RECEPTION,
(5') FOOT WIDE STRIP OF LAND
AN EIGHT (8') FOOT WIDE STRIP
OF ALL INTERIOR LOTS; AND A
THE REAR BOUNDARY LINES OF
HEREIN DEFINED AS THOSE LOTS
DESCRIBED SUBDIVISION, SAID
ED TO AN EIGHT (8') FOOT WIDE
LATTED AND RECORDED IF SAID
BY UTILITY FACILITIES AND IF
GS, TREES, RETAINING WALLS OR
MENT WAYS, BUT THE SAME MAY
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WITH THE AFORESAID USES OR

James

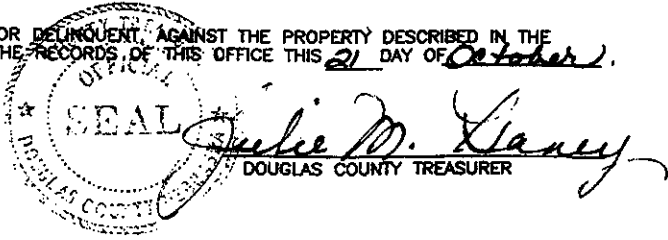
one



AY 6 OF December, 1996 BY ARTHUR M. GREENE AND

Robin Broekemeier
NOTARY PUBLIC

UE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE
ON THE RECORDS OF THIS OFFICE THIS 21 DAY OF October.



ON THE 19th DAY OF February 1997

LIBERTY DEVELOPMENT CORPORATION

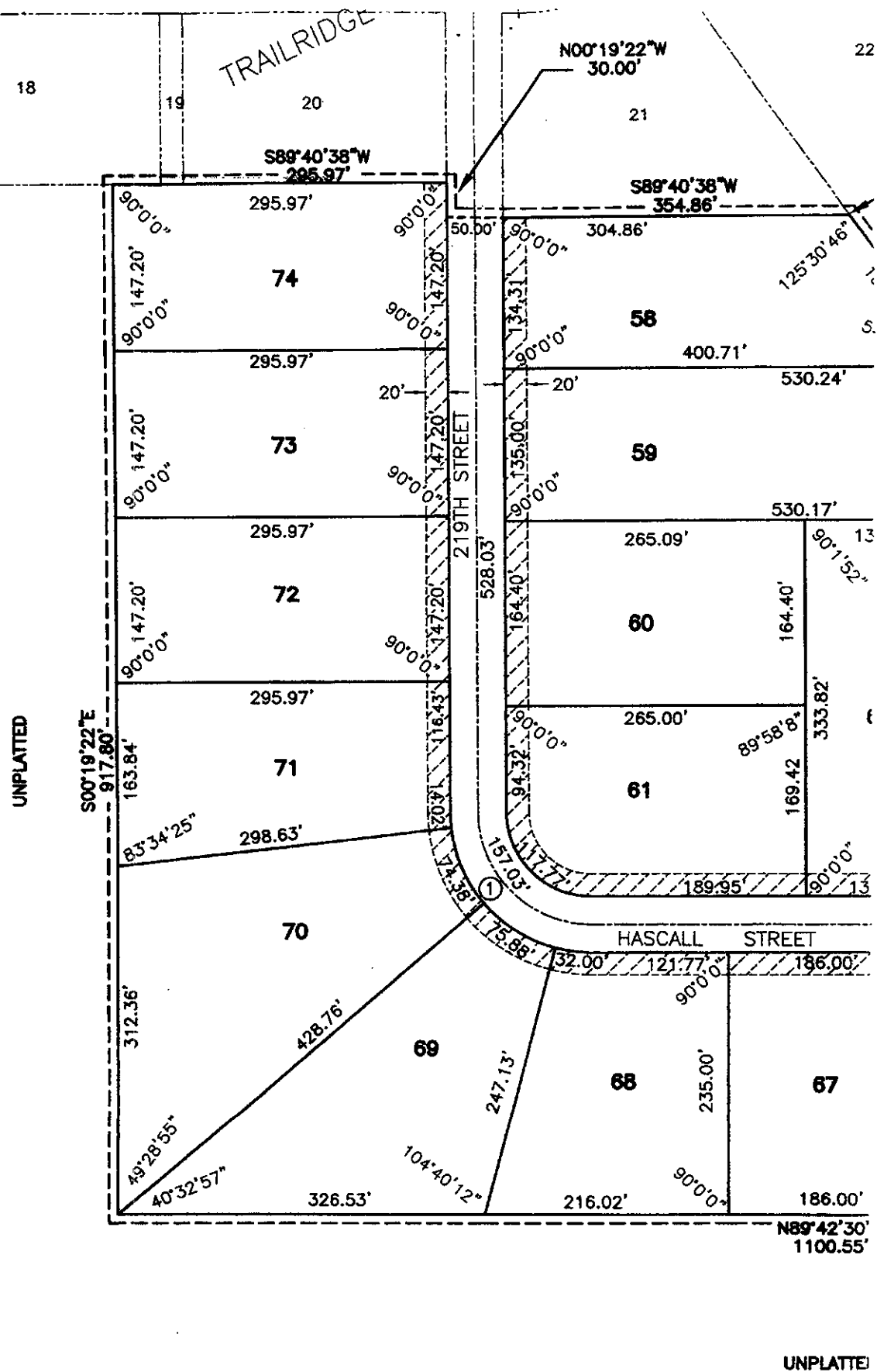


2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-9899



ouis Surveying

100 West Center Road, Suite 522A
omaha, NE 68144 (402-334-7982)



22

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POINT OF BEGINNING

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TRAILRIDGE RANCHES

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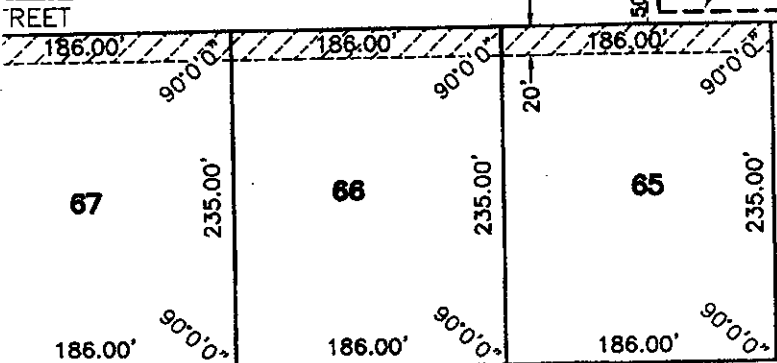
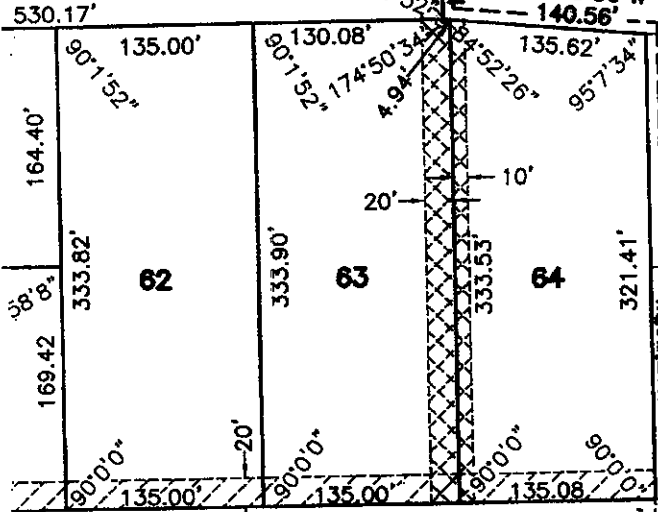
217TH STREET

125°30'46"
165.00'
54°29'14"

N35°50'09"W
185.00'
S89°40'38"W
129.53'

530.24' 89°58'8" 15'

90°1'52" N85°09'56"W
140.56'



UNPLATTED

SE CORNER O
OF SECTION 3
THE 6th PM, :
NEBRASKA

MY COMMISSION EXPIRES

COUNTY TREASUR

THIS IS TO CERTIFY THAT
SURVEYOR'S CERTIFICATE
1997

DEPUTY

APPROVAL OF CIT

I HEREBY APPROVE THIS

I HEREBY CERTIFY THAT A

10/24/97
DATE

APPROVAL OF OMA

THIS PLAT OF TRAILRIDGE

APPROVAL OF OMA

THIS PLAT OF TRAILRIDGE
1997

MAYOR

REVIEW BY DOUGLA

THIS PLAT OF TRAILRIDGE R
1997

51
50
49
48
47
46
45
- 528.80' -

CORNER OF THE NE 1/4
SECTION 35-T15N-R10E OF
6th PM, DOUGLAS COUNTY
NEBRASKA

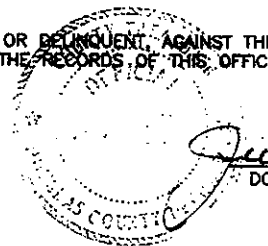
10
MY COMMISSION EXPIRES ON THE 23 DAY OF August, 199 . A.D.

Not
NOT

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN ON THE RECORDS OF THIS OFFICE 1997.

DEPUTY



APPROVAL OF CITY ENGINEER

I HEREBY APPROVE THIS PLAT OF TRAILRIDGE RANCHES LOTS 58 THRU 74 ON THIS 19th DAY OF August

Not
CR

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 52

10/21/97
DATE

CR

APPROVAL OF OMAHA CITY PLANNING BOARD

THIS PLAT OF TRAILRIDGE RANCHES LOTS 58 THRU 74 WAS APPROVED BY THE OMAHA CITY PLANNING BOARD

9
CHA

APPROVAL OF OMAHA CITY COUNCIL

THIS PLAT OF TRAILRIDGE RANCHES LOTS 58 THRU 74 WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL

Not
MAYOR Not PRESIDENT Not

REVIEW BY DOUGLAS COUNTY ENGINEER

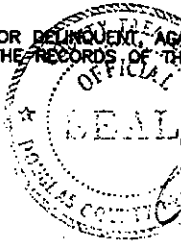
THIS PLAT OF TRAILRIDGE RANCHES LOTS 58 THRU 74 WAS REVIEWED BY THE DOUGLAS COUNTY ENGINEER 1997

Not
E

John R. Kerkner
NOTARY PUBLIC

A.D.

IS, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE
WN ON THE RECORDS OF THIS OFFICE THIS 21 DAY OF October.



Julie M. Haney
DOUGLAS COUNTY TREASURER

58 THRU 74 ON THIS 19th DAY OF February, 1997.

Randy L. Heumann
CITY ENGINEER

FOR COMPLIANCE WITH CHAPTER 53 OF THE OMAHA MUNICIPAL CODE.

Michael J. Mecklen for
CITY ENGINEER

PROVED BY THE OMAHA CITY PLANNING BOARD THIS 5th DAY OF March, 1997.

Kathleen Jeffries
CHAIRMAN

ROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 23rd DAY OF June.

Burt B...
CITY CLERK



WED BY THE DOUGLAS COUNTY ENGINEER'S OFFICE ON THIS 9th DAY OF December.

[Signature]
DOUGLAS COUNTY ENGINEER
NEBRASKA

Louis Surveying

12100 West Center Road, Suite 5
Omaha, NE. 68144 (402-334-7

TRAILRIDGE RANCHES

FINAL PLAT LOTS 58-74

NEBRASKA

OMAHA

designed by
JLR

drawn by
JLR

revisions

job number
96003-2.21

date
12-9-96

sheet

1 of 1



MISC 2005041465



APR 13 2005 12:35 P 12

Return • 3363 So. 220th St.
ELKHORN, NE 68022

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE

4/13/2005 12:35:35.69



2005041465

THIS PAGE INCLUDED FOR INDEXING

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12 BKP _____ C/O _____ COMP _____ BW
16 DEL _____ SCAN _____ FV _____

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

15024

2

**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).

- 3
- 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.

- 4
- 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

6

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:

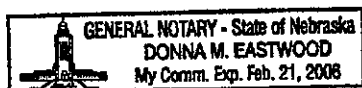

WILLIAM S. BLACK, Member

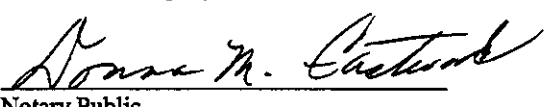

TIMOTHY JEFFREY, Member

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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




Notary Public

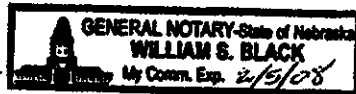
DR Wyant
DAVID WYANT
Owners of Lots 75 and 76, Trailridge Ranches


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.




Notary Public



STEPHEN W. THURBER
Owners of Lot 77, Trailridge Ranches

NICOLETTE M. THURBER

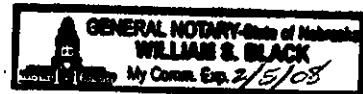
ACKNOWLEDGEMENT

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
Owner of Lots 78 and 82, Trailridge Ranches

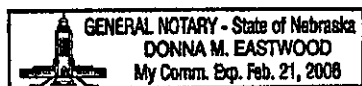

Notary Public



ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of June, 2005, by
WILLIAM S. BLACK.



me this 12th day of April, 2005, by
Donna M. Eastwood
Notary Public

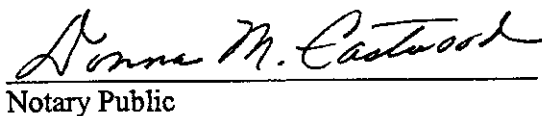
WILLIAM S. BLACK


Owner of Lot 79, Trailridge Ranches

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

County of Douglas)

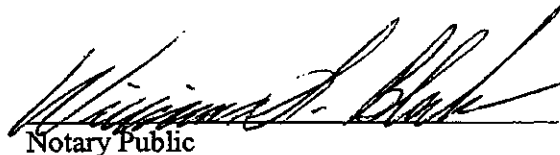
The foregoing instrument was acknowledged before me this 12th day of April, 2005, by WILLIAM S. BLACK.




TIMOTHY S. JEFFREY
Owner of Lot 80, & 87, Trailridge Ranches

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2005, by TIMOTHY S. JEFFREY.



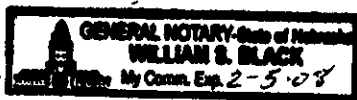
Richard Hoffman
 RICHARD HOFFMAN
 Owners of Lot 86, Trailridge Ranches

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.



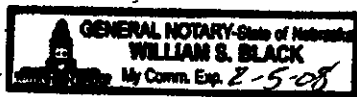
William S. Black
 Notary Public

Sandra K. Vyhldal
 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

JOHN E. JOHNSON, JR.
Owner of Lot 84, Trailridge Ranches

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2005, by JOHN E. JOHNSON, JR.

GENERAL NOTARY-State of Nebraska
WILLIAM S. BLACK
My Comm. Exp. 2-5-08

Notary Public

SCOTT HERMRECK
Owners of Lot 85, Trailridge Ranches

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12 day of April, 2005, by SCOTT HERMRECK and MELISSA S. HERMRECK.

GENERAL NOTARY
WILLIAM C. BLACK
NYC 2-5-08

Notary Public

GENERAL NOTARY - State of Nebraska
WILLIAM S. BLACK
My Comm. Exp. 2-5-48



2074 085 DEED



13783 97 085-083

RECEIVED

OCT 21 3 54 PM '97

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

THIS PAGE INCLUDED FOR

INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

FEE 53.50 FB 01-60000 (led)
BWP _____ C/O _____ COMP MB
DEL _____ SCAN ds FV _____

LOTS 58 THRU 74, INCLUSIVE

BEING A PLATTING OF PART OF THE NE 1/4
T15N, R10E OF THE 6TH P.M., DOUGLAS CO

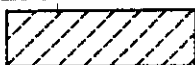
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND OF SAID SUBDIVISION AND THAT A BOND WILL BE POSTED WITH THE CITY OF OMAHA TO INSURE THAT PERMITS THE ENDS OF ALL CURVES AND AT ALL BOUNDARY CORNERS OF THE SUBDIVISION DESCRIBED HEREIN LYING COUNTY, NEBRASKA SAID SUBDIVISION TO BE KNOWN AS TRAILRIDGE RANCHES, LOTS 58 THRU 74, INCLUSIVE BEGINNING AT THE SE CORNER OF LOT 21, TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTEE SOUTHERLY LINE OF LOTS 18 THRU 21, SAID TRAILRIDGE RANCHES AND ADJOINING STREETS ON THE FOLLOWING: 1)THENCE S89°40'38"W, 295.97 FEET; 2)THENCE N00°17'30"W, 129.53 FEET; 3)THENCE N89°42'30"E 1100.55 FEET; 4)THENCE N85°09'56"W 140.56 FEET; 5)THENCE N00°17'30"W, 135.00 FEET; 6)THENCE S89°40'38"W, 295.97 FEET; 7)THENCE N00°17'30"W, 129.53 FEET; 8)THENCE S89°40'38"W, 295.97 FEET; 9)THENCE N00°17'30"W, 129.53 FEET; 10)THENCE S89°40'38"W, 295.97 FEET; 11)THENCE N00°17'30"W, 129.53 FEET; 12)THENCE S89°40'38"W, 295.97 FEET; 13)THENCE N00°17'30"W, 129.53 FEET; 14)THENCE S89°40'38"W, 295.97 FEET; 15)THENCE N00°17'30"W, 129.53 FEET; 16)THENCE S89°40'38"W, 295.97 FEET; 17)THENCE N00°17'30"W, 129.53 FEET; 18)THENCE S89°40'38"W, 295.97 FEET; 19)THENCE N00°17'30"W, 129.53 FEET; 20)THENCE S89°40'38"W, 295.97 FEET; 21)THENCE N00°17'30"W, 129.53 FEET; 22)THENCE S89°40'38"W, 295.97 FEET; 23)THENCE N00°17'30"W, 129.53 FEET; 24)THENCE S89°40'38"W, 295.97 FEET; 25)THENCE N00°17'30"W, 129.53 FEET; 26)THENCE S89°40'38"W, 295.97 FEET; 27)THENCE N00°17'30"W, 129.53 FEET; 28)THENCE S89°40'38"W, 295.97 FEET; 29)THENCE N00°17'30"W, 129.53 FEET; 30)THENCE S89°40'38"W, 295.97 FEET; 31)THENCE N00°17'30"W, 129.53 FEET; 32)THENCE S89°40'38"W, 295.97 FEET; 33)THENCE N00°17'30"W, 129.53 FEET; 34)THENCE S89°40'38"W, 295.97 FEET; 35)THENCE N00°17'30"W, 129.53 FEET; 36)THENCE S89°40'38"W, 295.97 FEET; 37)THENCE N00°17'30"W, 129.53 FEET; 38)THENCE S89°40'38"W, 295.97 FEET; 39)THENCE N00°17'30"W, 129.53 FEET; 40)THENCE S89°40'38"W, 295.97 FEET; 41)THENCE N00°17'30"W, 129.53 FEET; 42)THENCE S89°40'38"W, 295.97 FEET; 43)THENCE N00°17'30"W, 129.53 FEET; 44)THENCE S89°40'38"W, 295.97 FEET; 45)THENCE N00°17'30"W, 129.53 FEET; 46)THENCE S89°40'38"W, 295.97 FEET; 47)THENCE N00°17'30"W, 129.53 FEET; 48)THENCE S89°40'38"W, 295.97 FEET; 49)THENCE N00°17'30"W, 129.53 FEET; 50)THENCE S89°40'38"W, 295.97 FEET; 51)THENCE N00°17'30"W, 129.53 FEET; 52)THENCE S89°40'38"W, 295.97 FEET; 53)THENCE N00°17'30"W, 129.53 FEET; 54)THENCE S89°40'38"W, 295.97 FEET; 55)THENCE N00°17'30"W, 129.53 FEET; 56)THENCE S89°40'38"W, 295.97 FEET; 57)THENCE N00°17'30"W, 129.53 FEET; 58)THENCE S89°40'38"W, 295.97 FEET; 59)THENCE N00°17'30"W, 129.53 FEET; 60)THENCE S89°40'38"W, 295.97 FEET; 61)THENCE N00°17'30"W, 129.53 FEET; 62)THENCE S89°40'38"W, 295.97 FEET; 63)THENCE N00°17'30"W, 129.53 FEET; 64)THENCE S89°40'38"W, 295.97 FEET; 65)THENCE N00°17'30"W, 129.53 FEET; 66)THENCE S89°40'38"W, 295.97 FEET; 67)THENCE N00°17'30"W, 129.53 FEET; 68)THENCE S89°40'38"W, 295.97 FEET; 69)THENCE N00°17'30"W, 129.53 FEET; 70)THENCE S89°40'38"W, 295.97 FEET; 71)THENCE N00°17'30"W, 129.53 FEET; 72)THENCE S89°40'38"W, 295.97 FEET; 73)THENCE N00°17'30"W, 129.53 FEET; 74)THENCE S89°40'38"W, 295.97 FEET; 75)THENCE N00°17'30"W, 129.53 FEET; 76)THENCE S89°40'38"W, 295.97 FEET; 77)THENCE N00°17'30"W, 129.53 FEET; 78)THENCE S89°40'38"W, 295.97 FEET; 79)THENCE N00°17'30"W, 129.53 FEET; 80)THENCE S89°40'38"W, 295.97 FEET; 81)THENCE N00°17'30"W, 129.53 FEET; 82)THENCE S89°40'38"W, 295.97 FEET; 83)THENCE N00°17'30"W, 129.53 FEET; 84)THENCE S89°40'38"W, 295.97 FEET; 85)THENCE N00°17'30"W, 129.53 FEET; 86)THENCE S89°40'38"W, 295.97 FEET; 87)THENCE N00°17'30"W, 129.53 FEET; 88)THENCE S89°40'38"W, 295.97 FEET; 89)THENCE N00°17'30"W, 129.53 FEET; 90)THENCE S89°40'38"W, 295.97 FEET; 91)THENCE N00°17'30"W, 129.53 FEET; 92)THENCE S89°40'38"W, 295.97 FEET; 93)THENCE N00°17'30"W, 129.53 FEET; 94)THENCE S89°40'38"W, 295.97 FEET; 95)THENCE N00°17'30"W, 129.53 FEET; 96)THENCE S89°40'38"W, 295.97 FEET; 97)THENCE N00°17'30"W, 129.53 FEET; 98)THENCE S89°40'38"W, 295.97 FEET; 99)THENCE N00°17'30"W, 129.53 FEET; 100)THENCE S89°40'38"W, 295.97 FEET; 101)THENCE N00°17'30"W, 129.53 FEET; 102)THENCE S89°40'38"W, 295.97 FEET; 103)THENCE N00°17'30"W, 129.53 FEET; 104)THENCE S89°40'38"W, 295.97 FEET; 105)THENCE N00°17'30"W, 129.53 FEET; 106)THENCE S89°40'38"W, 295.97 FEET; 107)THENCE N00°17'30"W, 129.53 FEET; 108)THENCE S89°40'38"W, 295.97 FEET; 109)THENCE N00°17'30"W, 129.53 FEET; 110)THENCE S89°40'38"W, 295.97 FEET; 111)THENCE N00°17'30"W, 129.53 FEET; 112)THENCE S89°40'38"W, 295.97 FEET; 113)THENCE N00°17'30"W, 129.53 FEET; 114)THENCE S89°40'38"W, 295.97 FEET; 115)THENCE N00°17'30"W, 129.53 FEET; 116)THENCE S89°40'38"W, 295.97 FEET; 117)THENCE N00°17'30"W, 129.53 FEET; 118)THENCE S89°40'38"W, 295.97 FEET; 119)THENCE N00°17'30"W, 129.53 FEET; 120)THENCE S89°40'38"W, 295.97 FEET; 121)THENCE N00°17'30"W, 129.53 FEET; 122)THENCE S89°40'38"W, 295.97 FEET; 123)THENCE N00°17'30"W, 129.53 FEET; 124)THENCE S89°40'38"W, 295.97 FEET; 125)THENCE N00°17'30"W, 129.53 FEET; 126)THENCE S89°40'38"W, 295.97 FEET; 127)THENCE N00°17'30"W, 129.53 FEET; 128)THENCE S89°40'38"W, 295.97 FEET; 129)THENCE N00°17'30"W, 129.53 FEET; 130)THENCE S89°40'38"W, 295.97 FEET; 131)THENCE N00°17'30"W, 129.53 FEET; 132)THENCE S89°40'38"W, 295.97 FEET; 133)THENCE N00°17'30"W, 129.53 FEET; 134)THENCE S89°40'38"W, 295.97 FEET; 135)THENCE N00°17'30"W, 129.53 FEET; 136)THENCE S89°40'38"W, 295.97 FEET; 137)THENCE N00°17'30"W, 129.53 FEET; 138)THENCE S89°40'38"W, 295.97 FEET; 139)THENCE N00°17'30"W, 129.53 FEET; 140)THENCE S89°40'38"W, 295.97 FEET; 141)THENCE N00°17'30"W, 129.53 FEET; 142)THENCE S89°40'38"W, 295.97 FEET; 143)THENCE N00°17'30"W, 129.53 FEET; 144)THENCE

DECEMBER 9, 1996

DATE:

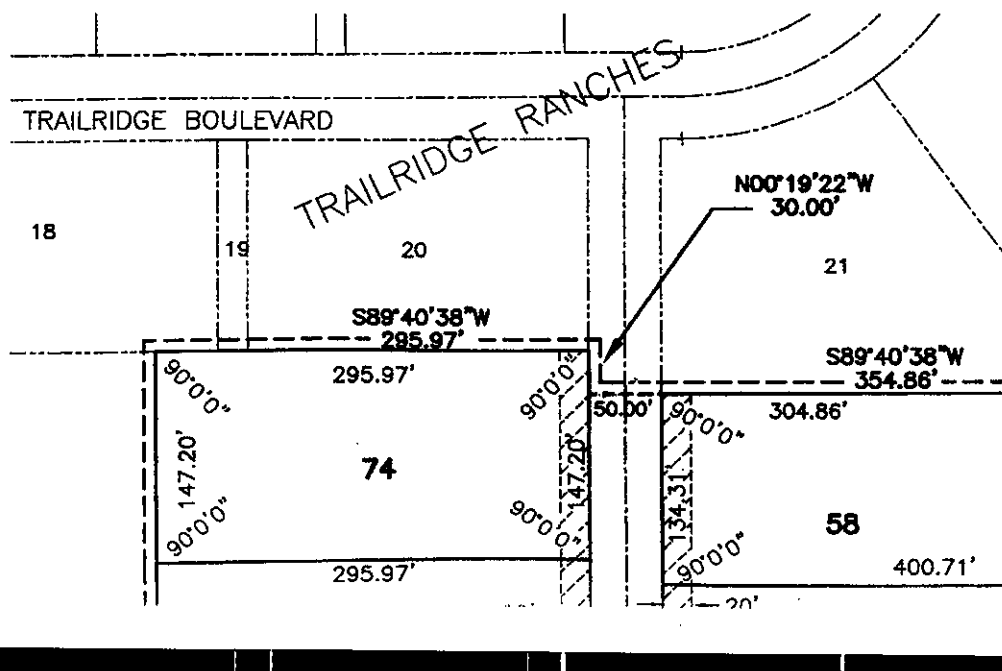
LEGEND



CENTERLINE CURVE TABLE					
CURVE	RADIUS	TANGENT	ARC LENGTH	DELTA	D
1	100.00'	99.95'	157.03'	89°58'08"	57.2957795

NOTES

1. ALL LOT LINES 0
2. ALL ANGLES ARE



RIDGE RANCHES

LOTS 58 THRU 74, INCLUSIVE

A PLATTING OF PART OF THE NE 1/4 OF SECTION 35,
R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS. WILL BE POSTED WITH THE CITY OF OMAHA TO INSURE THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS, / BOUNDARY CORNERS OF THE SUBDIVISION DESCRIBED HEREIN LYING WITHIN THE NE 1/4 OF SECTION 35 T15N, R10E OF THE 6TH P.M., DOUGL BE KNOWN AS TRAILRIDGE RANCHES, LOTS 58 THRU 74, INCLUSIVE, BEING A PLATTING OF THAT PART OF SAID NE 1/4, DESCRIBED AS FOL 21, TRAILRIDGE RANCHES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID DOUGLAS COUNTY; THENCE WESTERLY ON TH SAID TRAILRIDGE RANCHES AND ADJOINING STREETS ON THE FOLLOWING DESCRIBED 3 COURSES; 1)THENCE S89°40'38"W (ASSUMED BEARIN 30.00 FEET; 3)THENCE S89°40'38"W, 295.97 FEET; THENCE S00°19'22"E, 917.80 FEET TO A POINT ON THE SOUTH LINE OF SAID NE 1/4; THENCE N89°42'30"E 1100.55 FEET; THENCE N00°17'30"W, 235.00 FEET; THENCE S89°42'30"W, 84.74 FEET; THENCE N00°17'30"W, 371.41 FEET; THENCE N00°17'30"W, 135.00 FEET; THENCE S89°40'38"W, 129.53 FEET; THENCE N35°50'08"W, 165.00 FEET TO THE POINT OF BEGINNING.

Louis R. Whisonant
LOUIS R. WHISONANT
NEBRASKA R.L.S. 421



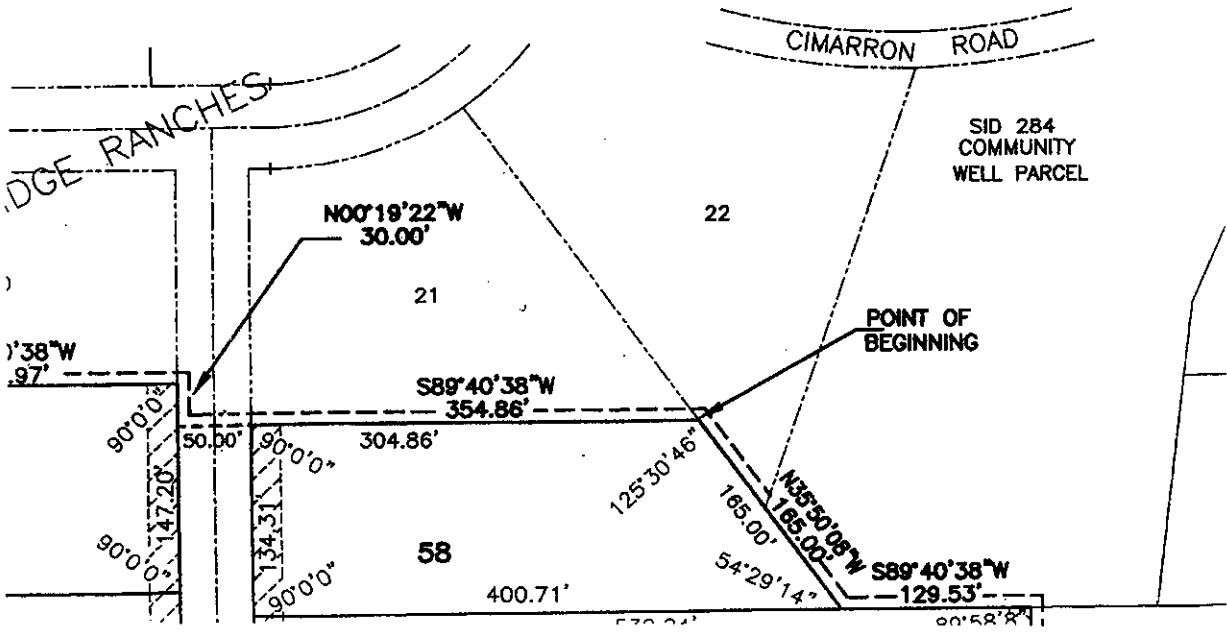
NOTES

- 1. ALL LOT LINES ON CURVES ARE RADIAL UNLESS OTHERWISE NOTED
- 2. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED

ENT SANITARY SEWER
ID TO S.I.D. 284.

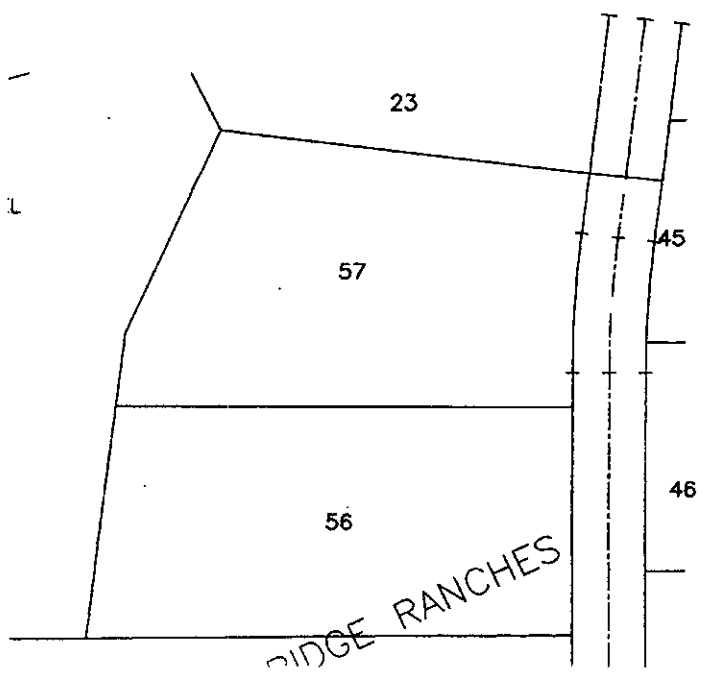
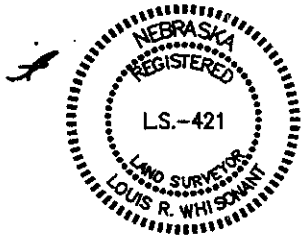
RS AND DRAINAGE
ID TO S.I.D. 284

DELTA	D
39°58'08"	57.2957795





SET AT ALL CORNERS
ANGLE POINTS, AND AT
IE 6TH P.M., DOUGLAS
DESCRIBED AS FOLLOWS:
WESTERLY ON THE
W (ASSUMED BEARING)
LINE OF SAID NE1/4;
1/30°W, 371.41 FEET;
OF BEGINNING.



5

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE ARTH GREENE, HUSBAND AND WIFE, BEING THE OWNERS, OF THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN LAND TO BE SUBDIVIDED INTO STREETS AND LOTS TO SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS TR 74 AND WE DO HEREBY RATIFY AND APPROVE OF THE DIS. SHOWN ON THIS PLAT AND WE DO HEREBY DEDICATE TO THE STREETS AS SHOWN ON THIS PLAT AND WE DO EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A F. TELEVISION SYSTEM IN THE AREA TO BE SUBDIVID ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, C. FACILITIES AND TO EXTEND THEREON WIRES OR CABLE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES: / OF LAND ADJOINING THE REAR BOUNDARY LINES OF SIXTEEN (16') FOOT WIDE STRIP OF LAND ADJOINING T ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HE FORMING THE OUTER PERIMETER OF THE ABOVE (SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED STRIP WHEN THE ADJACENT LAND IS SURVEYED, PL A SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED REQUESTED BY THE OWNER. NO PERMANENT BUILDINGS LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEM BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDE PURPOSES THAT DO NOT THEN OR LATER INTERFERE RIGHTS HEREIN GRANTED.



100' 200'
IN FEET

Arthur M. Greene
ARTHUR M. GREENE

Deborah Greene
DEBORAH GREENE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF *Douglas*) SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS DAY, DEBORAH GREENE, HUSBAND AND WIFE.

MY COMMISSION EXPIRES ON THE 23 DAY OF August, 199 . A.D.

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN ON 199 7.

DEPUTY

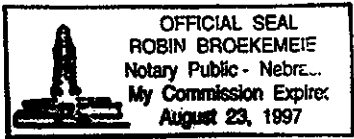
APPROVAL OF CITY ENGINEER

I HEREBY APPROVE THIS PLAT OF TRAIL RIDGE RANCHES, LOTS 58 TH

THUR M. GREENE AND DEBORAH
OF THE LAND DESCRIBED WITHIN
THIS PLAT, HAVE CAUSED SAID
TO BE NAMED AND NUMBERED AS
TRAILRIDGE RANCHES, LOTS 58 THRU
DISPOSITION OF OUR PROPERTY AS
TO THE PUBLIC FOR PUBLIC USE,
FURTHER GRANT A PERPETUAL
AND U.S. WEST COMMUNICATIONS,
FRANCHISE TO PROVIDE A CABLE
IDED, THEIR SUCCESSORS AND
AND RENEW POLES, WIRES,
CONDUITS AND OTHER RELATED
ABLES FOR THE CARRYING AND
HEAT, AND POWER FOR THE
S AND THE RECEPTION THEREOF,
N SYSTEM AND THEIR RECEPTION,
(5') FOOT WIDE STRIP OF LAND
AN EIGHT (8') FOOT WIDE STRIP
OF ALL INTERIOR LOTS; AND A
THE REAR BOUNDARY LINES OF
HEREIN DEFINED AS THOSE LOTS
DESCRIBED SUBDIVISION. SAID
ED TO AN EIGHT (8') FOOT WIDE
LATTED AND RECORDED IF SAID
BY UTILITY FACILITIES AND IF
GS, TREES, RETAINING WALLS OR
MENT WAYS, BUT THE SAME MAY
EWALKS, DRIVEWAYS, AND OTHER
WITH THE AFORESAID USES OR

James

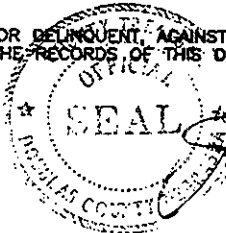
one



AY 6 OF December, 1996 BY ARTHUR M. GREENE AND

D. Robin Broekemeier
NOTARY PUBLIC

UE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE
ON THE RECORDS OF THIS OFFICE THIS 21 DAY OF October.



Julie M. Laney
DOUGLAS COUNTY TREASURER

ON 24 ON THIS 19th DAY OF February 1997

LIBERTY DEVELOPMENT CORPORATION

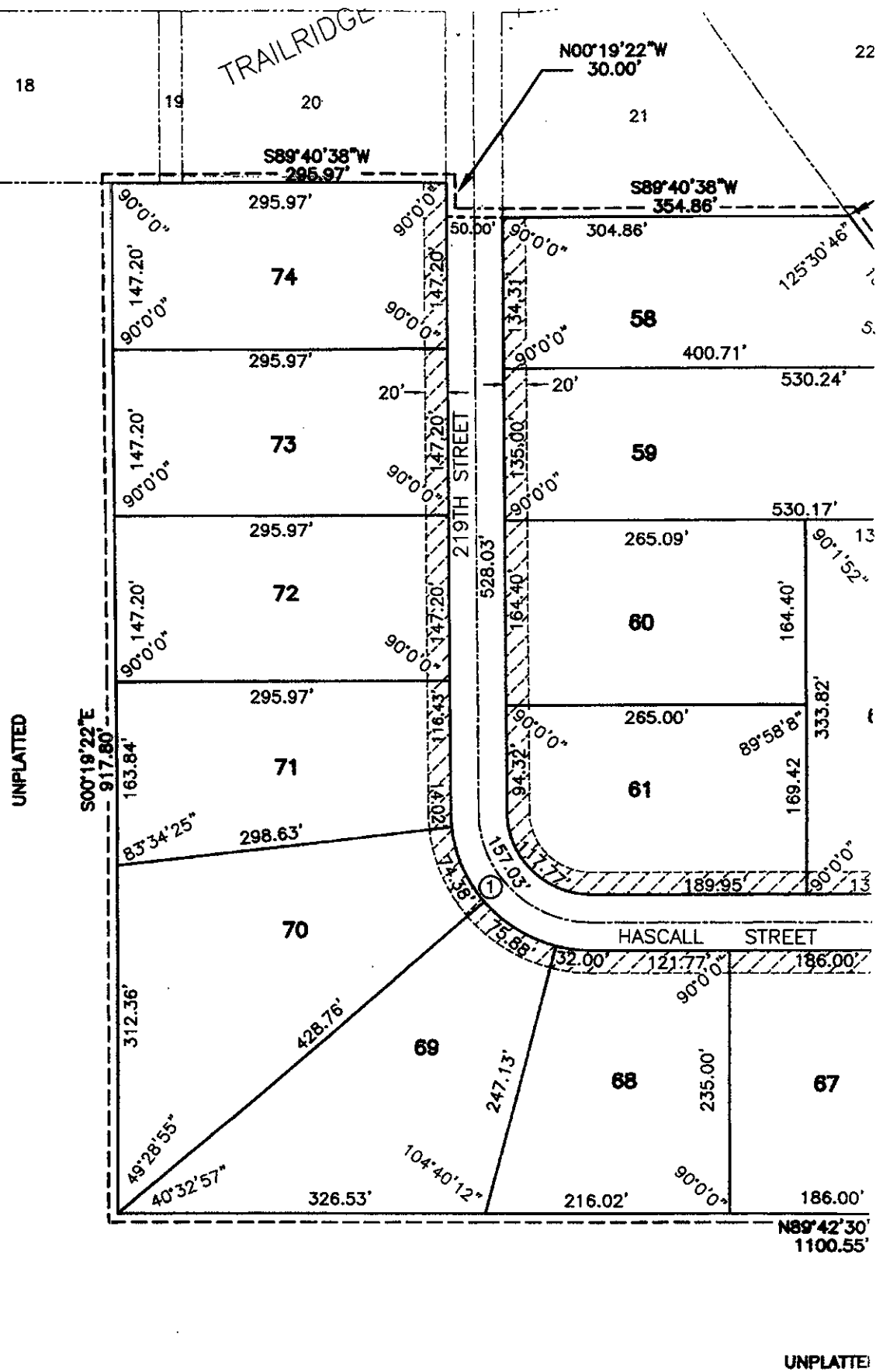


2626 south 158th plaza omaha, nebraska 68130
phone 402-330-0509 fax 402-330-9899



ouis Surveying

100 West Center Road, Suite 522A
omaha, NE 68144 (402-334-7982)



MY COMMISSION EXPIRES

COUNTY TREASUR

THIS IS TO CERTIFY THAT
SURVEYOR'S CERTIFICATE
1997.

DEPUTY

APPROVAL OF CIT

I HEREBY APPROVE THIS

I HEREBY CERTIFY THAT A

10/21/97

DATE

APPROVAL OF OMA

THIS PLAT OF TRAILRIDGE

APPROVAL OF OMA

THIS PLAT OF TRAILRIDGE
1997

MAYOR

REVIEW BY DOUGLA

THIS PLAT OF TRAILRIDGE R
1997

45

46

47

48

49

50

51

- 528.80' -

CORNER OF THE NE 1/4
SECTION 35--T15N--R10E OF
6th PM, DOUGLAS COUNTY
RASKA

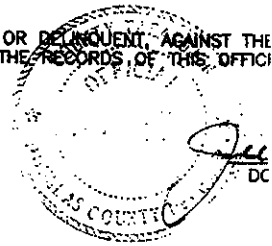
10
MY COMMISSION EXPIRES ON THE 23 DAY OF August, 199 . A.D.

Not
NOT

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN ON THE RECORDS OF THIS OFFICE 1997.

DEPUTY



APPROVAL OF CITY ENGINEER

I HEREBY APPROVE THIS PLAT OF TRAILRIDGE RANCHES LOTS 58 THRU 74 ON THIS 19th DAY OF August

Not
CITY ENGINEER

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 52

10/21/97
DATE

CITY ENGINEER

APPROVAL OF OMAHA CITY PLANNING BOARD

THIS PLAT OF TRAILRIDGE RANCHES LOTS 58 THRU 74 WAS APPROVED BY THE OMAHA CITY PLANNING BOARD

9
CHAIRMAN

APPROVAL OF OMAHA CITY COUNCIL

THIS PLAT OF TRAILRIDGE RANCHES LOTS 58 THRU 74 WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL 1997

Hal Dahl MAYOR Steve Wenzel PRESIDENT

REVIEW BY DOUGLAS COUNTY ENGINEER

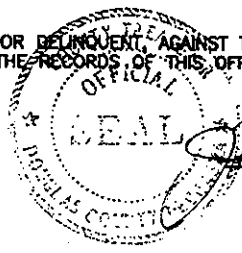
THIS PLAT OF TRAILRIDGE RANCHES LOTS 58 THRU 74 WAS REVIEWED BY THE DOUGLAS COUNTY ENGINEER 1997

7
ENGINEER

. A.D.

Kevin K. Koenig
NOTARY PUBLIC

IS, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE
WN ON THE RECORDS OF THIS OFFICE THIS 21 DAY OF October.



Julie M. Lacey
DOUGLAS COUNTY TREASURER

58 THRU 74 ON THIS 19th DAY OF February, 1997

Randy L. Heumann
CITY ENGINEER

E FOR COMPLIANCE WITH CHAPTER 53 OF THE OMAHA MUNICIPAL CODE.

Michael J. Mucke for
CITY ENGINEER

PROVED BY THE OMAHA CITY PLANNING BOARD THIS 5th DAY OF March, 1992

Kathleen Jeffries
CHAIRMAN

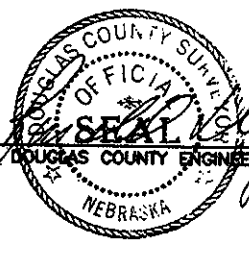
PROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 33rd DAY OF June

[Signature]
CITY CLERK



APPROVED BY THE DOUGLAS COUNTY ENGINEER'S OFFICE ON THIS 9th DAY OF December

[Signature]
DOUGLAS COUNTY ENGINEER



Louis Surveying

12100 West Center Road, Suite 5
Omaha, NE. 68144 (402-334-7

TRAILRIDGE RANCHES
FINAL PLAT LOTS 58-74

OMAHA
NEBRASKA

designed by JLR
drawn by JLR
revisions _____ _____ _____ _____
job number 96003-2.21
date 12-9-96
sheet <u>1</u> of <u>1</u>



BK 2188 PG 725-731



DEED 2001 10998

RICHARD A. TANECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 AUG 16 AM 10:12

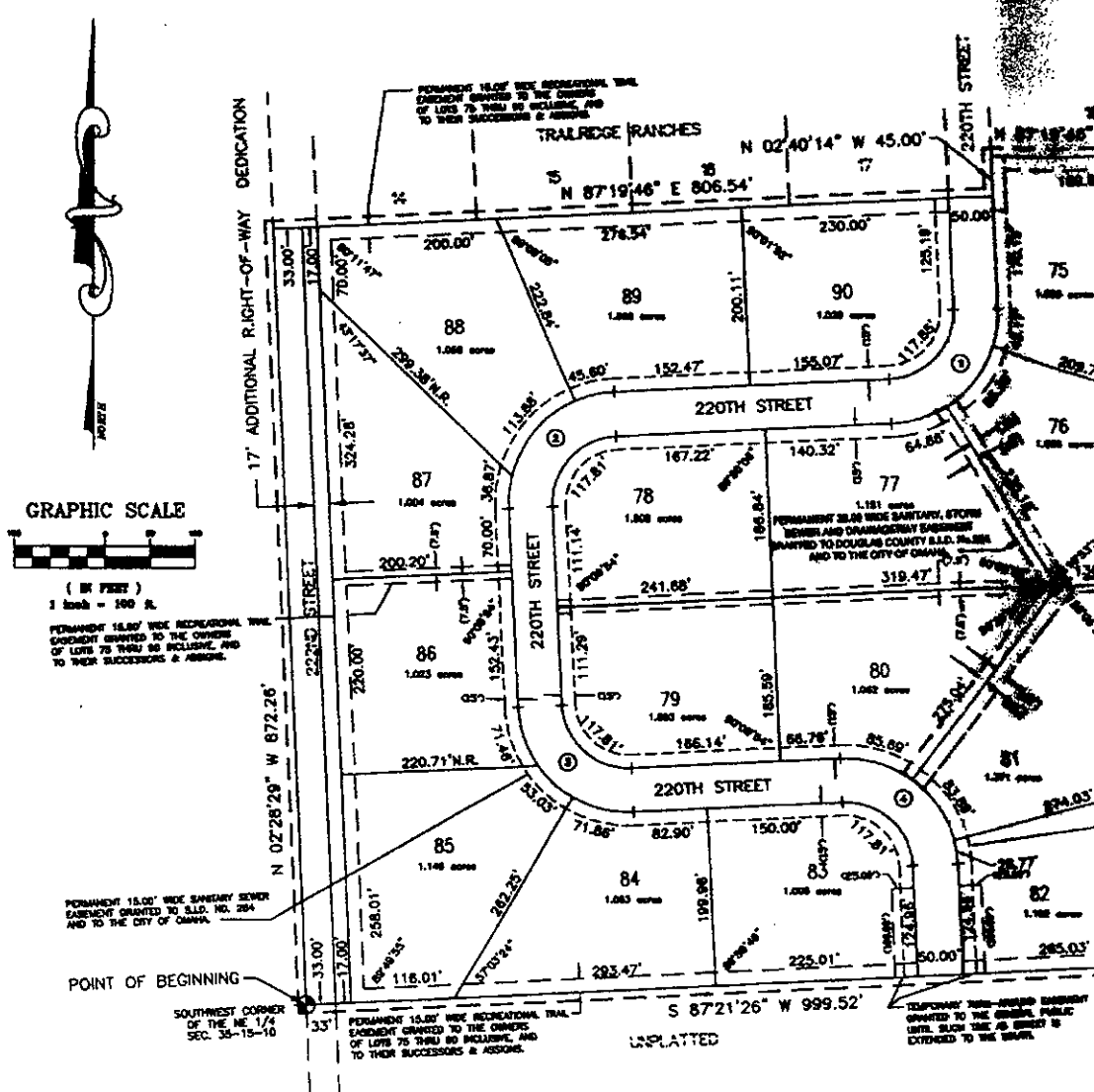
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PAGE DOWN FOR BALANCE OF INSTRUMENT

Deed ⁶
7
17

FEE	<u>438</u>	FB	<u>01-60000</u>
BKP	<u>35-151000</u>	COMP	
DEL		SCAN	<u>OK</u> FV

✓ RPA



CENTER-LINE CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	100.00'	157.13'	100.05'	90°01'52"
2	100.00'	157.08'	100.00'	90°00'00"
3	100.00'	157.08'	100.00'	90°00'00"
4	100.00'	157.08'	100.00'	90°00'00"

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 222ND STREET FROM ANY LOT ABUTTING SAID STREET.
3. ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL (N.R.).
4. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.

OMAHA CITY COUNCIL ACCEPTANCE

This plat of TRAILRIDGE RANCHES (Lots 75 to 90) is hereby accepted by the Council of Omaha, Nebraska, on this 1st day of May, 2010.

Hal Daub
MAYOR

ATTEST: *[Signature]*
CITY CLERK

COUNTY TREASURER'S CERTIFICATE

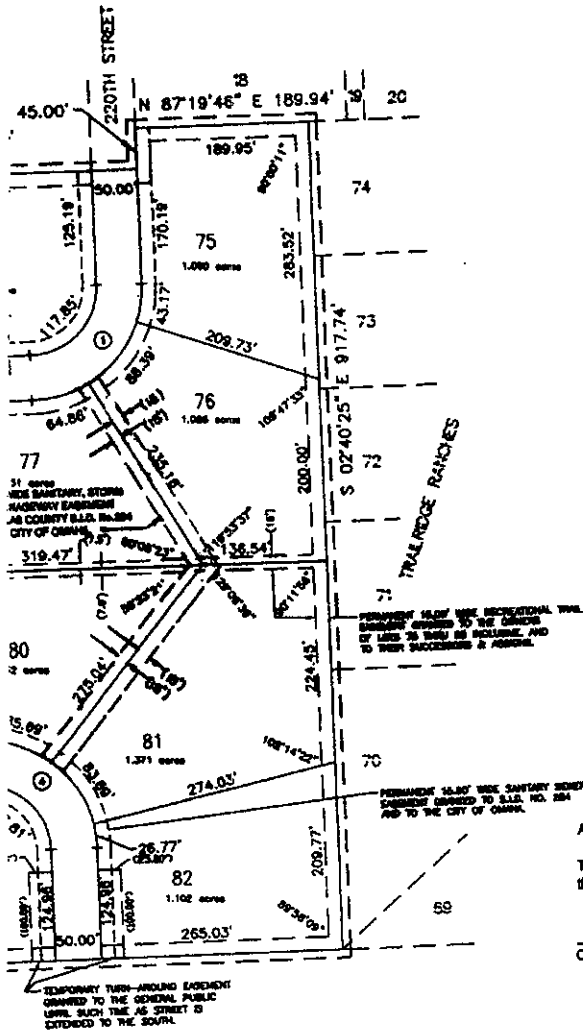
This is to certify that I find no regular or irregular claim properly described in the Surveyor's Certificate by the records of this office.

[Signature]
COUNTY TREASURER

TRAILRIDGE RANCHES

LOTS 75 THRU 90, INCLUSIVE

BEING A PLATTING OF PART OF THE SW 1/4 OF SECTION 35, T15N, R10E, OF THE 6TH P.M., NEBRASKA.



APPROVAL OF OMAHA CITY PLANNING BOARD

This plat of TRAILRIDGE RANCHES (Lots 75 thru 90, inclusive) was approved by the City Planning Board on this 7th day of July, 2000.

CHAIRMAN OF CITY PLANNING BOARD

REVIEW OF DOUGLAS COUNTY ENGINEER

This plat of TRAILRIDGE RANCHES (Lots 75 thru 90, inclusive) was reviewed by the official of Douglas County Engineer on this 7th day of July, 2000.

DOUGLAS COUNTY ENGINEER

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of TRAILRIDGE RANCHES (Lots 75 thru 90, inclusive) as to the Design Standards this 17th day of July, 2000.

CITY ENGINEER

I hereby certify that adequate provisions have been made for compliance with Chapter 53 of the Omaha Municipal Code.

CITY ENGINEER

CITY COUNCIL ACCEPTANCE

This plat of TRAILRIDGE RANCHES (Lots 75 thru 90, inclusive) was approved by the Council of Omaha on this 7th day of July, 2000.

CITY CLERK

PRESIDENT OF COUNCIL

CITY TREASURER'S CERTIFICATE

To certify that I find no regular or special taxes due or delinquent on the property described in the Surveyor's Certificate and embraced in this plat, and that the same are recorded in the records of this office.

CITY TREASURER

DATE

7.25.1

RANCHES

30, INCLUSIVE

THE SW 1/4 OF THE NE 1/4
THE 6TH P.M., DOUGLAS COUNTY,

SURVEYOR'S CERTIFICATE

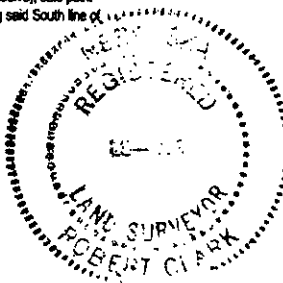
I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed on the boundary of the within plat and that a bond has been furnished to the City of Omaha to ensure placing of permanent monuments and stakes at all corners of all lots, streets, angle points and ends of all curves in Trailridge Ranches (Lots 75 thru 90, inclusive) being a platting of part of the SW 1/4 of the NE 1/4 of Section 35, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said NE 1/4 of Section 35; thence N02°28'29"W (assumed bearing) along the West line of said NE 1/4 of Section 35, a distance of 872.26 feet; thence along the South line of Trailridge Ranches (Lots 1 thru 43, inclusive), a subdivision located in said NE 1/4 of Section 35 and the Westerly extension thereof, on the following described courses; thence N87°19'46"E, a distance of 806.54 feet; thence N02°40'14"W, a distance of 45.00 feet; thence N87°19'46"E, a distance of 188.94 feet to the Northwest corner of Lot 74, Trailridge Ranches (Lots 58 thru 74, inclusive) a subdivision located in said NE 1/4 of Section 35; thence S02°40'25"E along the West line of said Lots 74 thru 70, Trailridge Ranches (Lots 58 thru 74, inclusive), a distance of 917.74 feet to the Southwest corner of said Lot 70, Trailridge Ranches (Lots 58 thru 74, inclusive), said point also being on the South line of said NE 1/4 of Section 35; thence S87°21'26"W along said South line of the NE 1/4 of Section 35, a distance of 998.52 feet to the point of beginning.

Said tract of land contains an area of 20.186 acres, more or less.

Robert Clark
Robert Clark, LS-419

6-20-00
Date



DEDICATION

Know all men by these presents that we, The Noah Company, L.L.C., owner, the property described in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as TRAILRIDGE RANCHES (Lots 75 thru 90, inclusive), and we do hereby ratify and approve of the disposition of our property as shown on the plat, and we do hereby dedicate to the public for public use the streets, avenues and circles, and we do hereby grant easements as shown on this plat, we do further grant a perpetual easement to the Omaha Public Power District, U.S. West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all lands including signals provided by a 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 lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded and we do further grant a perpetual easement to Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets. No permanent buildings or retaining walls shall be placed in the said easement ways, 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 herein granted.

In witness whereof, we do set our hands.

THE NOAH COMPANY, L.L.C.

William S. Black
WILLIAM S. BLACK
MANAGING MEMBER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 23 day of JUNE, 2000 before me a Notary Public, duly commissioned and qualified in and for said County, appeared William S. Black, managing member of The Noah Company, L.L.C., who is personally known by me to be the identical person whose name is affixed to the dedication on this plat, and acknowledged the execution thereof to be his/her voluntary act and deed as

William S. Black
Notary Public and Notarial Seal the day and date above written.



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

7130 SOUTH 28TH STREET, SUITE 200
LINCOLN, NE 68517
PHONE: (402) 430-7717
FAX: (402) 430-7716

12001 Q STREET
OMAHA, NE 68137-3542
PHONE: (402) 895-4700
FAX: (402) 895-3599

TRAILRIDGE
RANCHES

LOTS 75 THRU 90, INCLUSIVE
OMAHA, NEBRASKA

FINAL
PLAT

Project No. 2000061.01

Date: 6-17-00

Designed By: MAW

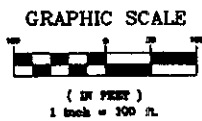
Drawn By: LDD

Checked By:

Scale: 1" = 100'

Revisions:

O Date



PERMANENT 15.00' WIDE RECREATIONAL TRAIL EASEMENT GRANTED TO THE OWNERS OF LOTS 75 THRU 90 INCLUSIVE, AND TO THEIR SUCCESSORS & ASSIGNS.

PERMANENT 15.00' WIDE SANITARY SEWER EASEMENT GRANTED TO S.D.D. NO. 264 AND TO THE CITY OF OMAHA.

POINT OF BEGINNING

SOUTHWEST CORNER OF THE NE 1/4 SEC. 35-15-19

PERMANENT 15.00' WIDE RECREATIONAL TRAIL EASEMENT GRANTED TO THE OWNERS OF LOTS 75 THRU 90 INCLUSIVE, AND TO THEIR SUCCESSORS & ASSIGNS.

TEMPORARY TURN-AROUND EASEMENT GRANTED TO THE GENERAL PUBLIC USE, SUCH THAT THE AS STREET IS EXTENDED TO THE SOUTH.

CENTER-LINE CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	100.00'	157.13'	100.00'	90°01'52"
2	100.00'	157.08'	100.00'	90°00'00"
3	100.00'	157.08'	100.00'	90°00'00"
4	100.00'	157.08'	100.00'	90°00'00"

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 222ND STREET FROM ANY LOT ABUTTING SAID STREET.
3. ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL (N.R.).
4. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.

OMAHA CITY COUNCIL ACCEPTANCE

This plat of TRAILRIDGE RANCHES (Lots 75 thru 90) is hereby accepted by the City Council of Omaha on this 22nd day of _____, 2000.

Hal Dahl
MAYOR

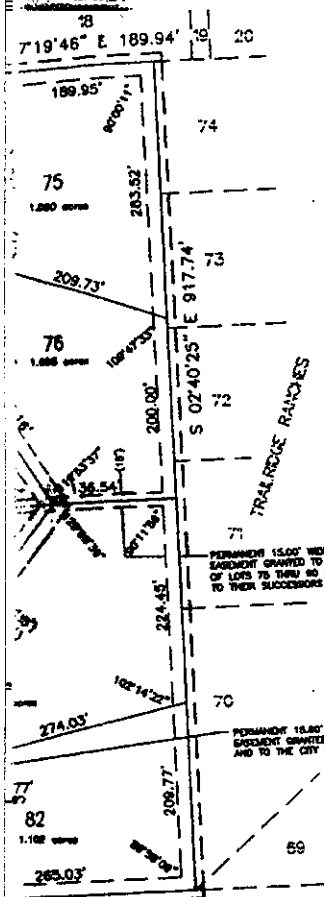
ATTEST: *[Signature]*
CITY CLERK PRESK

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes or property described in the Surveyor's Certificate are levied by the records of this office.

[Signature]
COUNTY TREASURER DATE

BEING
OF S
NEBRASKA



SURVEYOR'S CERT

I hereby certify that temporary monument furnished to the City, all lots, streets, and being a platting of the 6th P.M., Doug

Beginning at the S bearing) along the South line of Trail Ridge Section 36 and the N87°19'48"E, a dist. N87°19'48"E, a dist. thru 74, inclusive) West line of said 1 foot to the Southw also being on the S the NE 1/4 of Sect

Said tract of land o

Robert Clark
Robert Clark, LS-4

DEDICATION

Know all men by t Certification of Sur to be numbered a 75 thru 80, inclu and we do hereby easements as the U.S. West Commu system in the area poles, wires, cable transmission of ele including signals; five-foot (5') wide abutting the near t boundary lines of of the above-dec strip when the ad Metropolitan Utili pipelines, hydrant on, through, unde buildings or retain shrubs, landscap granted.

In witness where

THE NOAH COM

William S. Black
WILLIAM S. BLACK
MANAGING MEM

ACKNOWLEDGE

STATE OF NEB
COUNTY OF DO

On this 22 day commissioned or managing memb me to be the Ide and acknowledge manager of said

WITNESS my ha

Harold
Harold

APPROVAL OF OMAHA CITY PLANNING BOARD

This plat of TRAIL RIDGE RANCHES (Lots 75 thru 80, inclusive) was approved by the City Planning Board on this 22 day of July, 2000.

Robert Clark
CHAIRMAN OF CITY PLANNING BOARD

REVIEW OF DOUGLAS COUNTY ENGINEER

This plat of TRAIL RIDGE RANCHES (Lots 75 thru 80, inclusive) was reviewed by the official Douglas County Engineer on this 22 day of July, 2000.

Henry Kieringer
DOUGLAS COUNTY ENGINEER

APPROVAL OF CITY ENGINEER OF OMAHA

I hereby approve this plat of TRAIL RIDGE RANCHES (Lots 75 thru 80, inclusive) as to the Design Standards this 22 day of July, 2000.

Henry Kieringer
CITY ENGINEER

I hereby certify that adequate provisions have been made for compliance with Chapter 53 of the Omaha Municipal Code.

Henry Kieringer
CITY ENGINEER

ANCE
S (Lots 75 thru 80, inclusive) was approved by the City Planning Board on this 22 day of July, 2000.
Robert Clark
PRESIDENT OF COUNCIL
William S. Black
OFFICIAL SEAL
DOUGLAS COUNTY ENGINEER
7-24-01

500C (Private)

SURVEYOR'S CERTIFICATE

I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed on the boundary of the within plat and that a bond has been furnished to the City of Omaha to ensure placing of permanent monuments and stakes at all corners of all lots, streets, angle points and ends of all curves in Trailridge Ranches (Lots 75 thru 90, inclusive) being a platting of part of the SW 1/4 of the NE 1/4 of Section 35, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said NE 1/4 of Section 35; thence N02°28'29"W (assumed bearing) along the West line of said NE 1/4 of Section 35, a distance of 872.26 feet; thence along the South line of Trailridge Ranches (Lots 1 thru 43, inclusive), a subdivision located in said NE 1/4 of Section 35 and the Westerly extension thereof, on the following described courses; thence N87°19'48"E, a distance of 806.54 feet; thence N02°40'14"W, a distance of 45.00 feet; thence N87°19'48"E, a distance of 166.94 feet to the Northwest corner of Lot 74, Trailridge Ranches (Lots 58 thru 74, inclusive) a subdivision located in said NE 1/4 of Section 35; thence S02°40'25"E along the West line of said Lots 74 thru 70, Trailridge Ranches (Lots 58 thru 74, inclusive), a distance of 917.74 feet to the Southwest corner of said Lot 70, Trailridge Ranches (Lots 58 thru 74, inclusive), said point also being on the South line of said NE 1/4 of Section 35; thence S87°21'28"W along said South line of the NE 1/4 of Section 35, a distance of 989.52 feet to the point of beginning.

Said tract of land contains an area of 186 acres, more or less.

Robert Clark
Robert Clark, LS-419

6-20-00
Date



DEDICATION

Know all men by these presents that we, The Noah Company, L.L.C., owner, the property described in the Certification of Survey and embraced within the plat, have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as TRAILRIDGE RANCHES (Lots 75 thru 90, inclusive), and we do hereby ratify and approve of the disposition of our property as shown on the plat, and we do hereby dedicate to the public for public use the streets, avenues and circles, and we do hereby grant easements as shown on this plat, we do further grant a perpetual easement to the Omaha Public Power District, U.S. West Communications and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a 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 lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded and we do further grant a perpetual easement to Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all lot-to-lot streets. No permanent buildings or retaining walls shall be placed in the said easement ways, 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 herein granted.

In witness whereof, we do set our hands.

THE NOAH COMPANY, L.L.C.

William S. Black
WILLIAM S. BLACK
MANAGING MEMBER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 23 day of JUNE, 2000 before me a Notary Public, duly commissioned and qualified in and for said County, appeared William S. Black, managing member of The Noah Company, L.L.C., who is personally known by me to be the identical person whose name is affixed to the dedication on this plat, and acknowledged the execution thereof to be his/her voluntary act and deed as manager of said L.L.C.

WITNESS my hand and Notarial Seal the day and year last above written.

Thomas R. Hunt
Notary Public



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

12001 Q STREET
OMAHA, NE 68137-3542
PHONE: (402) 895-4700
FAX: (402) 895-3899

TRAILRIDGE RANCHES
LOTS 75 THRU 90, INCLUSIVE
OMAHA, NEBRASKA

FINAL PLAT

Project No.	2000061.01
Date:	6-17-00
Designed By:	MAW
Drawn By:	LDD
Checked By:	
Scale:	1" = 100'
Revisions:	
O	Date
Sheet:	1 of 1

Trailridge Ranches

lot 58-4th 74

Plat and Dedication

Filed 10-21-93, in Book 2074 at Page 85, Instrument No. _____

- ☒ Grants a perpetual easement in favor of
☒ Omaha Public Power District,
☒ U.S. West Communications
 Northwestern Bell Telephone Company
☒ and any cable company granted a cable television franchise system,
 and /or

for utility, installation and maintenance
☒ on, over, through, under and across
 or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
 an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
 and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
 installation and maintenance on, through, under and across a _____ foot wide strip of land
 abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
 Restrictive Covenants
 Protective Covenants
 or

Filed 11-10-97, in Book 1228 at Page 411, Instrument No. _____

- ☒ Omaha Public Power District,
☒ U.S. West Communications
 Northwestern Bell Telephone Company
☒ and any cable company granted a cable television franchise system,
 and /or

for utility, installation and maintenance
 on, over, through, under and across
 or

a 5 foot wide strip of land ^{adjoining} ~~abutting the front~~ and the side boundary lines of all lots;
 an 8 foot wide strip of land ~~abutting the rear~~ boundary line of all ~~interior~~ lots;
 and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
 installation and maintenance on, through, under and across a _____ foot wide strip of land
 abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

ARCHitectural Control

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____

Dated 11-7-97 Filed 11-10-97 Book 1228 at Page 425, Instrument No. _____

☒ Permanent Easement a Permanent Septic Sewer System
 Easement to lot 59

See Copy

Trailridge Ranches

lot 1- thr 43

Plat and Dedication

Filed 7-15-71, in Book 1548 at Page 514, Instrument No. _____

☒ Grants a perpetual easement in favor of

☒ Omaha Public Power District,

U.S. West Communications

☒ Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

☒ on, over, through, under and across

or

a 5 foot wide strip of land ^{adjoining} ~~abutting~~ the front and the side boundary lines of all lots;
an 8 foot wide strip of land ^{adjoining} ~~abutting~~ the rear boundary line of all interior lots;
and a 16 foot wide strip of land ~~abutting~~ the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

EASEMENT 567-695 filed 7-25-76 a strip of land 10' width lying
adj to and parall to the road side lot lines of lot 1 thru 43
inclusive Trailridge Ranches

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants

☒ Protective Covenants

or

Filed 8-11-76, in Book 568 at Page 563, Instrument No. _____

☒ Omaha Public Power District,

U.S. West Communications

☒ Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

☒ on, over, through, under and across

or

a 5 foot wide strip of land ^{adjoining} ~~abutting~~ the front and the side boundary lines of all lots;
an 8 foot wide strip of land ~~abutting~~ the rear boundary line of all interior lots;
and a 10 foot wide strip of land ^{adjoining} ~~abutting~~ the rear boundary line of all exterior lots ^(front)
Does it include the following?? Yes or No (Circle One)
Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

also Perpetual easement is granted to all
owner of Record of lot 7, 19, 25, 38 & 43 to ride horse walk run
Crawl & Engage in all form of recreational activities and

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

easement shall also extend to all Purchaser of lots
which are later developed as a part of The Trailridge
Ranches Subdivision

738- 475 filed 5-13-85 Amendment to 568-563

Assignment 977-331 filed 9-6-91 to 568-563

Trailridge Ranches

lot 1- thr 43

Plat and Dedication

Filed 7-15-71, in Book 1548 at Page 514, Instrument No. _____

- ☒ Grants a perpetual easement in favor of
☒ Omaha Public Power District,
U.S. West Communications
☒ Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

- ☒ on, over, through, under and across
or

a 5 foot wide strip of land ^{adjoining} ~~abutting~~ the front and the side boundary lines of all lots;
an 8 foot wide strip of land ^{abutting} ~~abutting~~ the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or ☒ (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

EASEMENT 567-695 filed 7-25-76 a strip of land 10' width lying
adj to and parall to the Road Side lot lines of lot 1 thru 43
inclusive Trailridge Ranches

Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

- ☒ Protective Covenants
or

Filed 8-11-76, in Book 568 at Page 563, Instrument No. _____

- ☒ Omaha Public Power District,
U.S. West Communications
☒ Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

- ☒ on, over, through, under and across
or

a 5 foot wide strip of land ^{adjoining} ~~abutting~~ the front and the side boundary lines of all lots;
an 8 foot wide strip of land ~~abutting~~ the rear boundary line of all interior lots;
and a 10 foot wide strip of land ^{foot} ~~abutting~~ the rear boundary line of all exterior lots ^{adjoining} ~~(front)~~

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

also Perpetual easement is granted to all
owner of Record of lot 7, 19, 25, 38 & 43 to ride horse walk Run
Crawl & Engage in all form of Recreational Activities and

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

easement shall also extend to all Purchaser of lots
which are later developed as a part of The Trailridge
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738- 475 filed 5-13-85 Amendment to 568-563

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Plat and Dedication,
Filed 7-15-71, in Book 1548 at Page 514, Instrument No. _____

Grants a perpetual easement in favor of

☒ Omaha Public Power District,

~~U.S. West Communications~~

☒ Northwestern Bell Telephone Company

~~and any cable company granted a cable television franchise system,~~
and/or

for utility, installation and maintenance
on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following ?? Yes or (No) (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.

Any additional info.

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants

☒ Protective Covenants
or

Dated 7-15-76 Filed 8-11-76, in Book 568 at Page 563, Instrument No. _____

Grants a perpetual easement in favor of

☒ Omaha Public Power District,

~~U.S. West Communications~~

☒ Northwestern Bell Telephone Company

~~and any cable company granted a cable television franchise system,~~
and/or

for utility installation and maintenance
on, over, through, under and across
or

a 5 foot wide strip of land abutting the ~~front and the~~ side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all ~~interior~~ lots;
and a 10 foot wide strip of land abutting the ~~rear~~ boundary line of all ~~exterior~~ lots.

Does it include the following ?? Yes or (No) (Circle One) Front

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land abutting
all cul-de-sac streets.

Does it include the following ?? Homeowners Association Yes or (No) (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or (No)

Any additional info.

Architectural Control, Perpetual License and
Easement to all owners to use lots 7, 19, 25, 38 and 43

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to 568-563
Dated _____ Filed _____, in Book _____ at Page _____, Instrument No. _____

Row Easement 567-695 4-8-76 7-25-76

to OPD, NWBT 10' in width adjacent to the Road for Util

Assign of 568-563 to Timm, Trustee to Architectural Control
Committee. 977-331 8-31-91 9-6-91

Trailridge Ranches