

PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, Thomas Riverside Acres Association, Inc., a Nebraska corporation, being the owner of the following described real estate, to-wit:

A tract of land in the Northeast Quarter of Section 32, Township 13 North, Range 10 East of the 6th P. M., Sarpy County, Nebraska, more described as follows: Commencing at the Northeast corner of said Section 32, thence West on a line which is the North line of Section 33, Township 13 North, Range 10 East, produced West 1537.35 feet to a point which is 9.39 feet South of the North line of said Section 32, which point is the true point of beginning; thence Southeasterly deflection angle 123 degrees 26 minutes left a distance of 345 feet; thence Southerly deflection angle 3 degrees 50 minutes right a distance of 502 feet; thence Southeasterly deflection angle 5 degrees 15 minutes left a distance of 323 feet; thence Southerly deflection angle 1 degree 15 minutes right a distance of 290 feet; thence Southerly deflection angle 28 degrees 43 minutes right a distance of 242 feet; thence Southeasterly deflection angle 11 degrees 45 minutes left a distance of 273.72 feet; thence West deflection angle 106 degrees 24 minutes right a distance of 1016.03 feet, thence Northerly deflection angle 71 degrees 43 minutes right a distance of 247.64 feet, thence Northwesterly deflection angle left 24 degrees 44 minutes a distance of 744.63 feet, thence Northerly deflection angle 12 degrees 42 minutes right a distance of 270 feet; thence Northwesterly deflection angle 4 degrees 49 minutes left a distance of 348.96 feet, thence Northerly deflection angle 3 degrees 12 minutes right a distance of 270.93 feet, thence Northwesterly deflection angle 9 degrees 41 minutes left a distance of 255.32 feet, thence Northerly deflection angle 3 degrees 25 minutes right 3.15 feet to the South fence of Linoma Beach, thence Easterly deflection angle 123 degrees 26 minutes right a distance of 1338.0 feet to the steel fence post at the Southeast corner of the Linoma Beach property, thence Southeast deflection angle 56 degrees 34 minutes right a distance of 3.15 feet to the point of beginning, containing 49.87 acres more or less. (A/K/A Tax Lot A2)

do hereby state declare and publish that all of the lots in said tract above described are, and shall be owned, conveyed and used under and subject to the following covenants and easements, running with the land.

1. All lots, other than land owned by the Corporation shall be used exclusively for private and single family dwellings not to exceed two stories in height with private garages which may either be attached to or detached from the dwelling or residence structure.
2. The construction of a dwelling or addition to a dwelling, out-building, fence, wall or other structure shall not be started until written approval is first secured from The Corporation, of the residential building plans, which must show the size, exterior material, design and plot plan indicating the location of the dwelling and garage upon the lot or lots. The Corporation reserves to itself, its successors, assigners, or designers the sole right to approve or reject any building plans; if in its opinion, either the size, height, materials, design or plot plan do not conform to the general standard and value of development in the subject area.
The Corporation, or its designees reserves the sole and exclusive right to establish grades and slopes on all lots and to fix the grade at which any building shall be hereafter erected or placed thereon, so that the same will conform to the general plan in the subdivision.
To ensure the enforcement of these provisions, one set of said plans, signed by the owner, shall be left on permanent file with The Corporation.
3. All public utilities shall have the right to use and occupy those areas designated as roads, streets, lanes, or drives the same as if they were dedicated to public use.
4. No portion of any dwelling or out-building shall be located on any lot which is not in conformity with the set back on existing dwellings and buildings in the same area. The side lot clearance shall be no less than 10 feet for dwellings, garages and storage facilities, unless approved by the Board of Directors.

5. Not more than one dwelling and one garage (either single or multiple stall) shall be built upon any lot. No dwelling shall be owned for rental purposes.

6. No noxious or offensive trade or activity shall be carried on upon any lot.

7. No trailer, mobile home, barn, tent, basement or other out-buildings shall be placed or erected on any lot for use as a permanent residence, nor shall any structure of a temporary nature be used as a residence beyond a reasonable period. No inoperative and/or unlicensed vehicle may be kept on any lot except in a garage. No dumping shall be allowed on any lot.

8. No animals as stock or poultry of any kind shall be raised or kept on any lot, except dogs, cats or other household pets which can be kept provided they are not permitted to become a nuisance, or are not bred or maintained for any commercial purposes.

9. All Septic Tanks must be located, constructed, and operated in compliance with all State, County and Local health regulations which are applicable.

10. The Corporation, its successors or assigns, shall own, control and manage the streets and lakes and all areas of tract A2 not deeded to the individual owners of the Corporation, and shall annually have a lien upon all the individually owned lots in the tract on a pro-rata basis for the cost of maintaining the common areas, lakes and streets as provided in the By-Laws, but such lien shall be subject to the prior lien of recorded mortgages and taxes. All areas of tract A2 owned by the corporation shall be known as common property and shall consist of all undeeded property including Melrose Ave., Outer Drive, 1st Street and the road along the Meander Line of the Platte River Bank, as delineated on the survey, a copy of which is attached hereto and by reference made a part hereof.

11. The Corporation, its successors or assigns, shall have the authority to adopt rules and regulations to control parking on roads and streets, the number of off street parking stalls required, location of trees, shrubs or hedges near public right of ways and lake shore, signs, billboards, and maintenance of vegetation, including trees, shrubs and hedges on all lots whether occupied or unoccupied.

The Corporation shall have the right to enter upon any private lot for the purpose of mowing and removing any unsightly weeds or other vegetation, trimming hedges, trees and shrubs, and removing dead or unsightly portions thereof, and repairing walls or other appurtenant structures, whenever the owner or occupant of any property shall fail or refuse to do so within a reasonable time after notice in writing from the Board of Directors of the Association, of the existence of the objectionable condition. Cost for said maintenance shall become a lien on the cabin lot as would unpaid dues or assessments.

12. Use of lake and shore area and other common areas shall be subject to rules and regulations of The Corporation, its successors and assigns, including the type, nature, power and ownership of boats and other craft permitted upon the lake and regulations of such use; the type, nature, size and location of docks, piers or any other type of structures placed in the lake or extending into the lake from shore; the location and nature of storage of any craft while not in use; the nature, time and extent of use of the lake for swimming, fishing, boating or any other use of the waters whatsoever; provided that such regulations shall in all events be reasonable and for the purpose of protecting the collective interests and safety of homeowners in said subdivision.

13. Stables shall not be permitted on lots except that the Corporation may provide stable facilities for its members.

14. Two years after purchase of a Lot in Thomas Riverside Acres, Inc., neither the owner, lessee, tenant or any other person having or claiming any interest in any lot shall have any right to use the shore or water of the Lake or other facilities owned by the Corporation, unless such person be an occupant of a residence situated upon said lot, or his guest. Sale of a lot shall terminate the former owners rights in the lakes and other common areas.

Failure of any cabin owner to abide by the rules and regulations governing the use of common property, the Restrictive Covenants or the By-Laws shall deprive such cabin lot owner and his guests the right to use the shore line, lakes or other facilities owned by the Corporation.

15. Each of the provisions hereof is several and separable. Invalidation of any one of these covenats by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. In the event that any person shall violate or attempt to violate any of the conditions, restrictions, limitations and covenants hereinbefore set forth, any other person or persons owning any real estate in Lot A2 and The Corporation, its successors and assigns, may prosecute any proceedings at law or in equity against such person or persons who may violate or attempt to violate any of such conditions, restrictions or limitations, either to prevent him or them from so doing or to recover damages for such violations.

These provisions shall remain in full force and effect until January 1, 1983, and shall continue to remain in full force and effect thereafter until terminated by The Corporation.

IN WITNESS WHEREOF, said Thomas Riverside Acres Association, Inc., has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed, this 14th day of May 1973



THOMAS RIVERSIDE ACRES ASSOCIATION, INC.
By: [Signature] President
Attest: [Signature] Secretary

STATE OF NEBRASKA

COUNTY OF DOUGLAS On this 14th day of May A.D., 1973

before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named R. Wayne Wilson, President, and Titus Johnson, Secretary of Thomas Riverside Acres Association, Inc.

who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said corporation and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation

Witness my hand and official seal, at Omaha, Nebraska in said county, the date aforesaid.

[Signature]
Notary Public

My commission expires

