

PROTECTIVE COVENANTS

The undersigned, K.C.R. Corp., a Nebraska Corporation (hereinafter referred to as "Developer"), being the owners of lots one (1) through one hundred fifty-four (154) inclusive, in WINDRIDGE, as subdivision, surveyed, platted and recorded in Douglas County, Nebraska, located in Douglas County, Nebraska, do hereby create, adopt, declare and establish the following restrictions upon the following described properties: Lots one (1) through one hundred fifty-four (154), inclusive, in WINDRIDGE, a subdivision in Douglas County, Nebraska, surveyed, platted and recorded.

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No homes shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with attached private garage for not less than two nor more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance.

2. Setbacks and Sideyards. All setbacks, sideyards and rear yard requirements shall conform to applicable laws and ordinances.

3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanent.

4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purpose.

5. Fences. Fences shall not be located on any lot nearer to the street than the structure located on said lot.

6. Area. Dwellings shall be restricted to the following minimum square foot ground floor (above grade) area as set forth below. These minimum main floor (above grade) areas for houses (exclusive of garage, porches, breezeways and basements, whether finished or not) are as follows:

- A. Ranches, Split Entries or Split levels (with two finished levels above grade) with two-car attached garages 1300 square feet

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- B. Ranches, Split Entries or Split level (with two finished levels above grade) with two car basement garage 1500 square feet
- C. One and one-half story 1600 square feet
1. Main level 1000 square feet
2. Upper level 600 square feet
- D. Two-story 2000 square feet
- E. Multi-level (three or more levels finished above grade) 1700 square feet

7. Roofs. All houses shall have wood shake shingle roofs.

8. Moved Dwellings. Existing houses from other locations or houses built in another location may not be moved or placed on any lot within this subdivision without the written consent of the developer or his designee.

9. Weeds. The title holder of each lot vacant or improved shall keep his lot or lots free from weeds and debris.

10. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalks shall be placed four feet back of the street curb line.

11. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property, shall conform to the zoning requirements of the City of Omaha and the building code requirements of the City of Omaha.

12. Signs. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate signs shall be permitted temporarily.

13. Boats and Trailers. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure.

14. Outside Antennae Prohibited. No outside radio, television, Ham broadcasting, Earth Station or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.

15. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick or stone. If the lot has frontage on more than one street, the above provision shall apply only to that side constituting the front of the house.

16. Written Approval from Developer. No residence, building, fence, wall or other structure shall be started, altered or placed on any building plot in this subdivision until complete plans, specifications, and plot plan, including grading plan, showing location of such building or improvements have been approved in writing by the Developer or a committee designated by the undersigned as to use, conformity, and harmony of external design with existing structures in the subdivision Developer's scheme of development, and as to the location of the building and improvement with respect to lot lines, reserved areas, other structures, topography and finished ground elevation. Written approval shall be given by the Developer or the committee appointed by him signing a copy thereof. One copy of all documents submitted shall be retained.

17. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, CATV and any company duly franchised by Douglas County and receiving permission from the Developer, their successors and assigns, to erect, operate, maintain, repair and renew underground conduit and wires for the carrying and transmission of electric current for light, heat and power, and for all telephone, telegraph, television and message service over and upon and below a five foot strip of land adjoining the rear and side boundary lines of said lots in said addition; said license is granted for the use and benefit of all present and future owners of lots in said addition; provided, however, that said side lot easement is granted upon the specific condition that if both of said utility companies or the CATV Company fail to construct underground conduit and wires along any of said lot lines within forty-eight (48) months of the date hereof, or if any underground conduits and wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

18. 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 any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him or them from so doing or to recover damages for such violation.

NOTICE AND DECLARATION OF ADDITIONAL COVENANT OF WINDRIDGE,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA

This notice and declaration, made on the date hereinafter set forth, is made by KCR Corp. and C.S.I., hereinafter referred to as the "Declarants."

PRELIMINARY STATEMENT

1. WHEREAS, the Windridge subdivision contains 154 lots, and some of these lots have been conveyed by the Declarants to various purchasers prior to the filing of this Notice and Declaration.

2. WHEREAS, Declarant KCR Corp. is the owner of the following lots in Windridge:

Lots 23, 27, 31, 32, 35, 43, 46, 48-50, 52-54, 59-62, 73, 79, 90, 97-100, 108, 113, 114, 130-134, and 149, inclusive, all in Windridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

3. WHEREAS, Declarant C.S.I. is the owner of the following lots in Windridge:

Lots 1-17, 19, 21, 22, 34, 37, 67, 78, 80-84, 93-96, 102, 109, 112, 115-123, 125-127, 135, 136, 141, 142, and 151-154, inclusive, all in Windridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

4. WHEREAS, each Declarant will convey its lots subject to the additional covenant and possible charge set forth in Article I.

NOW THEREFORE, each Declarant hereby declares that all lots which are owned by each Declarant as described herein

shall be held, sold, and conveyed subject to this additional covenant and/or contingent charge. This additional covenant and contingent charge shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots, or any part thereof.

DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, by excluding those having such an interest merely as security for the performance of an obligation.

B. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of Windridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

C. "Declarants" shall mean and refer to KCR Corp., a Nebraska corporation, its successors and assigns, and C.S.I., a Nebraska corporation, its successors and assigns.

ARTICLE I
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety percent (90%) of all lots within Windridge Subdivision are not improved within five years from the date that Northwestern Bell Telephone Company shall have completed the installation of its distribution system within said subdivision and filed notice of such completion ("five-year term"), then every lot that is unimproved at the end

of the five year term shall be subject to a charge of four hundred and fifty dollars (\$450.00) by Northwestern Bell Telephone Company or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the city or other appropriate governmental authority.

All 154 lots in Windridge Subdivision shall be considered in determining whether ninety percent (90%) of the lots within Windridge have been improved within the five year term. Only the 154 lots in Windridge subdivision as mentioned herein shall be considered in determining the date Northwestern Bell Telephone Company shall have completed the installation of its distribution system for the Windridge Subdivision.

Such charge shall be due and owing immediately upon the expiration of the five year term, and if such charge is not paid within sixty days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law if said maximum rate is less than twelve percent (12%) per annum at that time.

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LOTS
2 pageAMENDMENT TO PROTECTIVE COVENANTS

The undersigned, **THE WINDRIDGE HOMEOWNERS ASSOCIATION**, a Nebraska non-profit corporation, the Developer of record of the property legally described and referred to as Parcel "A" below, (the "Property"), for the purpose of providing uniformity in all fences hereafter constructed in Windridge, a subdivision, in Douglas County, Nebraska ("Windridge"), and to preserve the value of all property in Windridge, do hereby amend the Protective Covenants filed against Windridge, filed and recorded at Book 718, Page 382 of the Douglas County, Nebraska Miscellaneous Records (the "Protective Covenants"), as affecting Parcel "A", as provided herein.

PRELIMINARY STATEMENTS

Parcel "A" is legally described as: Lots 1 through 9, 13, 15, 16, 18, 19, 20, 22, 23 through 92, 96 through 107, 110 through 119, 121 through 150, 152, 153 and 154, in Windridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

AMENDMENTS

The Protective Covenants of Windridge as affecting Parcel "A" are hereby amended as follows:

1. All fences hereafter constructed along the easterly lot line of Lots 1 through 9, 13, 15, 16 and Lot 154 of Windridge shall be of the following specifications:

6 feet in height at every portion
6 inch wide boards
1 inch thick boards
board-on-board
red cedar
no scallops or other designs
indentations as existing in the current fence along the easterly lot lines of said lots

2. All fences hereafter constructed on the Property shall be made substantially of wood materials and shall not be chain link.

3. No freestanding storage shed or tool shed of any type shall be allowed on the Property. This shall prohibit any freestanding permanent or non-permanent structure used for the storage of any property whatsoever. This shall not, however, prohibit the placing or existence of any non-permanent children's playhouse which is used for childhood purposes.

