

A survey plat located in the W ½ of Section 27, SE ¼ of Section 21, SW ¼ of Section 22 & NE ¼ of Section 28. All in T. 15 N., R. 38 W of the 6th P.M., Keith County, NE, known as:

Terin Ranch Estates (Subdivision)

Protective Covenants

1. SCOPE: These Protective Covenants shall apply to all of the property described above.

These Protective Covenants shall run with the land and shall be perpetual unless the same are removed in accordance with the Amendment section of these Covenants.

2. BUILDING RESTRICTIONS:

- a. All residential buildings erected on any lot shall be a single family residence. All will have exterior coverings that fit the natural scenery. No pastel or bright, offensive colors.
- b. The minimum finished main floor area, defined as ground level, shall be: 1,000 square foot exclusive of garages, basements, patios, porches and walk-out basements, and lower levels whether finished or unfinished. All residences will have a minimum of a nominal 5 to 12 pitch roof line, or something of similar construction, unless otherwise approved by Caddi Shack Corporation, or an existing Homeowners Association. All residential structures shall have a minimum overhang of 16 inches or more.
- c. All pre-manufactured structures must be approved by the Uniform Building Code (UBC), and a representative or owner of Caddi Shack Corporation or the Homeowners Association.

- d. No structure or vegetation shall be placed upon any lot within said subdivision which may obstruct more than 25% of the view of the horizon of the lake view, as viewed from any existing house on any other lot within said subdivision.
 - e. Placement of homes on southerly lots will be in such a manner to cause as minimal obstruction to the northerly lots.
 - f. Mercury vapor and sodium vapor lighting is prohibited. Security and/or yard lights are to be low level and are not to be placed so as to directly shine on adjacent owner's front view.
- 3. TIME TO COMPLETE CONSTRUCTION: Once construction has commenced on any building structure, construction shall be completed within 12 months from the date of the issuance of the building permit or commencement of construction, whichever should first occur. Construction of non-living outbuildings as approved in these Protective Covenants shall be completed within 30 days of the commencement of the construction or issuance of a building permit, whichever shall first occur.
- 4. UTILITY LINES: All utility lines and/or wiring for electrical power, natural gas, propane, television, radio or any other utility shall be placed underground except within the building structure itself, from the point the subdivision owners have brought power in over ground.
- 5. UTILITY EASEMENT: There shall be a 10 foot wide utility easement around not less than two of the exterior boundaries of each lot, one of which must be along a street boundary, if a lot abuts a street or road.
- 6. ANTENNA, SATELLITE DISHES AND SOLAR PANELS: Solar panels, TV dishes, TV satellites, computer satellites, and other receptive devices may be installed but these

installations shall be made in such a way that they are concealed or the least obvious to observers from the front of the main living structure or primary street running in front of the main living structure; and if installed on the ground, they shall be enclosed with sufficient materials so as to conceal them from view.

7. CITY OR COUNTY BUILDING CODE REQUIREMENTS: All residential structures constructed on the above-described property shall be constructed in conformity with the requirements of the applicable building codes. All septic systems must meet the NDEQ (Nebraska Department of Environmental Quality) standards. A final site plan will be submitted for approval to Caddi Shack Corporation and the Homeowners Association.
8. NUISANCES: No noxious, illegal, or offensive activities that are or may become an annoyance or nuisance and which might also endanger the health or unreasonably disturb the quiet enjoyment of the owners and occupants of adjoining or surrounding lots shall be conducted or permitted upon the above described property or any lot within said property.
9. ANIMALS: No occupant or resident of the above-described property shall have a total of more than 2 pets. Pets shall be classified as cats, dogs, birds, rabbits or any animal that can be contained in the owner's yard or home. The Keith County regulations for large livestock will be enforced. Nor shall any occupant or resident raise animals, livestock, poultry, or any other form of animal life for any commercial purpose. There will be no hogs, chickens, pigeons, or other fowl allowed in the subdivision. No animal will be allowed to trespass on any other lot or landholder's property. No animal will be allowed to make noises that will cause a nuisance to other landholder's (i.e. barking dogs). All dogs must be on a leash.

10. BARN/CORRAL LOCATION: The location of barns/corrals on the 10-acre parcels shall be located on the back 50% of the property. Any storage buildings, tack sheds, corrals, fences and gates placed on the property shall be required to be in a structurally sound condition and have an acceptable physical appearance that conforms to the appearance of the other buildings located upon the property.
11. COMMON UTILITY LINES: When any utility line shall be constructed on two or more adjoining lots within the above described property, each title holder of one of the adjoining lots shall have an easement for the maintenance, repair, and replacement of the utility lines. Each lot owner will be responsible for maintenance of their individual utilities, wells, and septic systems. Should it be decided that a community well or sewage system would be best needed to serve the subdivision, the Homeowners Association will be in charge of determining the best cost and payment plan for the landowners to finance the new well or sewage system.
12. COMMERCIAL ACTIVITY: There shall be no manufacturing or commercial enclosures of any kind allowed upon any lot or subdivided tract that is not zoned accordingly.
13. YARDS: All lots shall be kept free of weeds, dead or shedding trees or shrubbery. Trees will be planted with consideration of the utility easements and adjoining landowner's restriction of view.
14. FENCES: There will be no fences constructed over 4 feet high within the subdivision. All fences will be maintained and not allowed to deteriorate or become broken.
15. OUTBUILDINGS: No outbuildings will be built on sites of less than ten acres, which are not connected to the residence, unless completed in identical materials as the existing

house and approved by Caddi Shack Corporation. There will be no previously built structures moved onto the land for remodeling or re-structuring. All dog, or animal runs, will be placed where they cannot be seen from the neighboring properties.

16. STORAGE OF RECREATIONAL VEHICLES: Boats, boat trailers and R.V. mobile homes must be stored inside of an enclosed garage, or under carport. There will be no parking of boats or R.V. mobile homes on the public streets. Recreational vehicles, such as large mobile homes, not belonging to landowner's, may not be parked in the subdivision, for more than 14 consecutive days.

17. MOTOR VEHICLES: There shall be no un-licensed motor vehicles, wrecked or abandoned or inoperable vehicles or un-licensed motor vehicles parked or located upon any lot unless the same is located within an enclosed structure. No commercial repair of vehicles will occur in the above described property. No four wheel or off road, small or large, vehicles except in designated areas (i.e. public streets).

18. LAND MAINTENANCE: Owner's of the above described properties shall be responsible for soil erosion on or from their property. Water erosion, wind erosion or weed control which is not cared for by the specific property owner may be corrected by the subdivision owner's and the costs of correction shall be charged to the neglectful owner.

19. MACHINERY/APPLICABLE TO THE 10 ACRE PARCELS ONLY: Owner shall be allowed to keep up to 3 items of equipment, (i.e. horse trailer/tractor) *unconcealed*, stored only on the back 50% of the lot.

20. AMENDMENTS: These Protective Covenants are created and established for the benefit of the owners of the above described property shall be binding upon and enforceable by

the owner and all persons claiming under the owner. These Protective Covenants may be terminated or modified by the owners of not less than 51% of the total acreage and the property described on the title page of this document. Any cost incurred for the enforcement of these Covenants by the owner will be charged to the neglectful owner or person not following the Covenants.

21. **INVALIDATION OF A PROTECTIVE COVENANT:** In the event that any Protective Covenant or Covenants contained herein shall be decree or order of Court be declared to be invalid or unenforceable, all the remaining Protective Covenants shall continue and remain in force and effect.

22. **ROAD MAINTENANCE ANNUAL FUND:** For upkeep and maintenance of the main roads in the subdivision, there will be an annual charge to be determined by Caddi Shack Corporation, or the Homeowners Association, depending on who is in charge of annual maintenance. The fee will be payable by January 1 of each year to Caddi Shack Corporation, who will be responsible for general maintenance of the roads, until which time a subdivision association road maintenance board can be established. The general maintenance needed will be determined by Caddi Shack Corporation, until such time as a board is established. This amount may change as repair expenses are needed.

23. **DURATION OF COVENANTS:** These covenants shall run with the land and shall be binding on all Owner's and all lot occupants for a period of 20 years from the date of recording, after which time said covenants shall be automatically extended for another 20 year period, unless an instrument signed by a majority of the owner's of said lots amending said covenants in whole or in part, and in that event, the 20 year intervals begin again.