

STATE OF NEBRASKA }  
LOUP COUNTY } ss.  
Filed in the Clerk's office of said County  
this 14<sup>th</sup> day of July, 2021  
at 9 o'clock and 45 minutes A - M.  
and recorded in Book 12 of Miscellaneous, Page 370  
Debra Stanton Clerk  
Fee \$52.00

Return to:  
Kruml Law Office P.C., LLO  
1501 M St / PO Box 347  
Ord, NE 68862

### TRAILS END - DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (this 'Declaration') is made effective as of the 23<sup>rd</sup> day of June, 2021, by and through Clinton J Ruether, Garry L Ruether, and Karen E Ruether, members of 'Ruether Farms, LLC', a Nebraska limited liability company, as the titlholder of record ("Owner"), concerning the real estate described as:

**Lots 1-15 inclusive, which Lots are platted and located as the Northwest Quarter Section 8, Township 22 North, Range 17 West of the 6<sup>th</sup> P.M., Loup County, Nebraska. Located and zoned as Loup County Agricultural Residential District.**

**(The above property, as described and as to be platted, shall hereinafter be known and generally described or referred to as "TRAILS END SUBDIVISION", with a designation of the plat plan of said property being attached hereto at Exhibit A and incorporated herein." All easements, rights of way, ingress/egress, and utility corridors shall be as shown and designated upon said Plat at Exhibit A**

#### RECITALS:

WHEREAS, Owner intends to enter into subsequent Purchase and Sales Agreements dated on or after June 10, 2021 for such Lots, or parcels of said Trails End real estate described, it being the declared intention that the restrictions and covenants herein shall apply to all of said real estate,

even after any conveyance thereof by Owner, with said covenants, conditions and restrictions running with the land, subject to amendment, modification or adjustment as described herein; and

WHEREAS, Owner desires to make the restrictions, conditions and covenants set forth in this Declaration, to be considered binding upon Owner, and all subsequent Owners, Purchasers, successors and assigns, subject only to the terms herein; and

WHEREAS, Owner, Ruether Farms, LLC, does desire and intend to create and establish what will be known as the "Trails End Homeowners Association" as a non-profit corporation in the State of Nebraska, organized and established for the primary purpose of enforcing and administering the covenants, conditions, and restrictions set forth herein, and to administer and maintain any common areas within the bounds of said Trails End property as so described and established; and

WHEREAS, for purposes of administration and enforcement hereof, it is further declared that each Lot within the Trails End property, and any Owner or subsequent purchaser, owner, successor or assign thereof, shall be entitled to one (1) vote for each Lot then owned within Trails End, and so long as such Owner is also a paid up member in good standing with Trails End Homeowners Association.

NOW, THEREFORE; in consideration of such mutual benefits by and among the respective Owners, subsequent Owners or Purchasers, and any successors or assigns thereof, and in regard to any conveyance or action upon or within Trails End, and of the mutual covenants, conditions, restrictions and promises set forth below, the Owner states and declares as follows:

**Declaration and Agreement:**

1. **RECITALS.** The Recitals written above are hereby made a part of this Declaration and Agreement, and each is incorporated herein by this reference.
2. **CONDITIONS, COVENANTS AND RESTRICTIONS.** The following provisions shall be applicable, and specifically enforceable upon, over, or across each Lot within Trails End as described herein, and pursuant to the terms and provisions of this Declaration and Agreement as follows:
  - 2.1. Any Owner, or subsequent Purchaser as an Owner, or its successors or assigns, shall not construct, build, maintain, place or operate any structure or activity on any of the property described above in any way that contradicts or violates the declarations, restrictions or covenants herein.
  - 2.2. Any Owner, or subsequent Purchaser, or their respective successors or assigns shall use or permit the use of any of the property as described above or enter into a lease with any other person or entity of any premises situated on any of property as described above to be used or allow the use thereof, in whole or in part, or in any manner that contradicts or violates any provision of the restrictive uses and covenants in this Declaration.

2.3. Loup County Ag Residential District regulations are to be adhered to and shall be read concurrently and in conjunction with this Declaration and Agreement, with any approval granted for any building or special use permits to be subject thereto, and this Declaration. This Declaration is in addition to current Loup County regulations. This Declaration may be more restrictive than the Loup County Ag Residential District regulations but shall not be less restrictive.

3. **PERMANENT RESTRICTIONS.** The following restrictions as set forth in this Paragraph #3 herein shall be permanent restrictions that shall be binding upon all owners, their successors and assigns, and shall run with the land, including:

3.1. No Lot as shown upon the plat for Trails End may be subdivided into sub-lots or smaller proportions from the initial or original Lot as platted. Any such further subdivision may only be done with a full amendment and restatement of the full and entire plat for Trails End, and subject to both the governmental authorities with jurisdiction over such plat and subdivision, and the then existing title owners of said property within the Trails End subdivision.

3.2. No Lot shall be used for other than residential purposes, with only the following allowances:

3.2.1. It is allowed for a Lot owner to have family or friends stay on their Lot for temporary camping with a tent, camper, or recreational vehicle, and

3.2.2. These allowed temporary camping units are limited to four (4) camper hook ups per Lot, and with no commercial or otherwise any public use, and

3.2.3. These allowed temporary campground camping units are NOT to be advertised or represented as a camping area for any other use, and shall NOT be used for any commercial or fee earning purpose, either directly or indirectly.

3.3. These permanent restrictions are not subject to being modified or cancelled by a two-thirds vote of the Owners, or any homeowners association. These permanent restrictions may only be fully amended or fully restated as described herein, and subject to applicable governmental approval.

4. **PROHIBITED USES, COVENANTS, AND CONDITIONS.** All or any portion of any Lot or property within Trails End as described above shall be prohibited from contradicting or violating any of the following covenants and prohibited use restrictions:

4.1. The Lots and structures shall be maintained in a clean and attractive state, in a reasonably quiet and peaceful manner, with any accumulation of trash, junk or the like to be considered as a public health hazard, and a nuisance as may be determined by the Loup County regulations, and/or also by and through the Trails End Homeowners Association as the administering body overseeing the public health, well-being, and sanitation upon or within Trails End.

4.2. Junk, such as construction material, debris, motor vehicles, motor vehicle parts, trash, garbage, wood, and other refuse should not be accumulated on any lot. Junk and trash shall be disposed of or removed, and if removed or disposed of by or through Trails End Homeowners Association then such cost thereof shall be assessed as a cost and additional dues from the individual Owner.

4.3. Any habitable structure shall be a single family dwelling only, of at least 1,000 square feet. (And, Loup County building permit required.) No Lot within the Trails End property shall be used other than for residential purposes.

- 4.4. Unattached steel or post frame structures may be constructed prior to a family dwelling. (And, Loup County building permit required.)
- 4.5. General standards for building structures: Exterior finish should be earth tones. No vinyl siding shall be permitted. Roofing materials shall be equal to or better than an architectural grade shingle. Colored steel roofing is permitted providing it is not reflective. Once a building permit is issued, then construction of the structure or item so permitted shall be completed in a reasonably timely manner, which twelve (12) months from commencement shall be considered a reasonably timely manner.
- 4.6. No mobile homes or manufactured homes that are considered personal property and are moveable.
- 4.7. No poles, communication towers, antennas, wind towers or solar panels. Flag poles and satellite dish/receivers are allowed. Power lines are to be run underground.
- 4.8. Septic tanks and leach fields are mandatory. No lagoons or open discharge.
- 4.9. No outdoor year-round storage of anything. No shipping containers or truck boxes for storage allowed.
- 4.10. No commercial business or commercial signage allowed.
- 4.11. Outdoor lighting kept to a minimum and preferably attached to a structure. (No yard lights on a pole.)
- 4.12. Domestic animals can be kept on the Lot as long as they are for personal enjoyment and not commercial purposes and as long as they are contained to the lot and do not become a nuisance or threat to adjacent lot owners.
- 4.13. Grading and Erosion Control:
- 4.13.1. Grading. Owner or its assigns shall have the right to establish grades and slopes for all Lots within the Trails End property and to fix the grade at which any buildings or improvements shall be placed or constructed upon any Lot. Once such grades, slopes and/or contours have been established by Owner they shall not be changed in connection with any building or structure without written permission from the Owner, or Trails End Homeowners Association, but in no event will any such Lot be graded or sloped so as to change the flow of surface waters entering from an adjacent Lot, or leaving from the subject Lot on to an adjacent Lot.
- 4.13.2. Erosion Control. Each Lot owner, or member of the Trails End Homeowners Association shall be responsible for implementing and maintaining adequate erosion control measures on its Lot. The adequacy of erosion control measures on a Lot shall be subject to continual review during construction and until sod, or seeding has been established on the Lot to provide reasonable and sufficient ground cover to prevent erosion, blowing, run-off, or the like. Owner, or the homeowners association shall have the right to require any member to maintain silt fences, straw bales or other additional measures if soil is observed to be eroding onto adjacent or abutting Lots, or common areas. If Owner, or the homeowners association takes any such remedial or corrective action after any Lot owner refuses or neglects to do so, then the actual cost of performing such control measure along with a ten (10) percent administrative fee shall become the personal assessment obligation of the Lot owner or member refusing or neglecting to do so.

\* All of the above items shall be deemed as "Prohibited Uses" and "Covenants and Conditions" subject to the terms written herein. These provisions as set forth in this Paragraph #4 and its

subparts are subject to the provisions of this Agreement, including the "Modification/Cancellation" provisions below.

5. **HOMEOWNERS ASSOCIATION.** Each Lot owner within Trails End as described herein is required to become a member of the homeowners association as described herein. Each Lot owner within Trails End shall be required to pay the annual Trails End Homeowners Association dues, and as a paid up and "in good standing" member (ie, having all dues and amounts then fully paid up to be a member in good standing) then such Lot owner/member is entitled to and shall be allocated to a single vote or one vote as a voting member of Trails End Homeowners Association, a/k/a "Trails End HOA". If any Lot owner, as a member owns multiple Lots, and each is paid up and in good standing, then that Lot owner as a member shall be entitled to as many votes as that member has Lots that are owned in good standing. Annual meetings will be held to discuss required road repairs or garbage service. Each member is responsible for 1/15<sup>th</sup> of the expenses approved by majority vote of 2/3 members. Any member that has their own garbage service is exempt from paying for community garbage. Each Lot owner is responsible for keeping any fence on their property in repair and clear of trees or shrubs. The Trails End HOA has the authority (through majority vote of 2/3 members) to send a notice of correction to a Lot owner who has not complied with or satisfied these covenants, conditions and restrictions. A notice may be sent monthly. After three notices, (if the situation has not been corrected) a fine of up to \$1,000 will be billed to the Lot owner. Annually the HOA meeting will discuss the need for annual dues from members to provide for private road (Trails End/Sandreed/Sage) upkeep.
6. **SUBSEQUENT OWNERS, SUCCESSORS & ASSIGNS.** Each Subsequent Buyer, Subsequent Owner, Successor or Assign is required as a condition precedent to becoming an Owner, successor or person or entity in possession of a Lot within Trails End to conform to and follow these restrictions and covenants herein, and each shall be deemed to consent and agree thereto by taking title and/or possession of any Lot that in the event of a breach of the foregoing provisions, they will make good and reasonable effort to enforce the same and any such person or entity may enforce these Declaration and this Agreement.
7. **SEVERABILITY.** Invalidation of any one or of a single line or provisions set forth herein, or any part hereof by an order, judgment, or decree of any court or otherwise, shall not invalidate or affect any of the other provisions or any other portion hereof, but such other provisions and portions hereof shall remain in full force and effect.
8. **MODIFICATION/CANCELLATION.** This Agreement may be amended, modified or cancelled only by affirmative vote, and mutual written agreement between two-thirds (2/3rds) of all of the then record Lot owners of all tracts or Lots comprising all of Owners of the Trails End property as described above. However, the "Permanent Restrictions" set forth in Paragraph #3 herein are not subject to this modification/cancellation clause, and may only be modified as explicitly provided for within that Paragraph, and pursuant to Nebraska law.

9. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska and regulations of Loup County, Nebraska.
10. **NOTICES.** Any notice to be given to any owner shall be sent to the address of record on the county tax files as listed thereon for any specific Lot owner or homeowner's association member.
11. **OWNER.** For purposes of the Agreement, "Owner" shall mean and refer to the then current record owner and its successor and/or assigns, whether one or more individuals and/or entities, of fee simple title, concerning all, or any portion of the property as described above.
12. **COVENANTS RUNNING WITH LAND.** It is declared and agreed that: (a.) the restrictions, benefits, uses, covenants and obligations granted and set forth hereunder shall be perpetual (unless and only to the extent as may be otherwise stated herein) and create mutual benefits and servitudes running with the land and shall bind and inure to the benefit any Buyer as a subsequent Owner, purchaser, successor or assign, and the initial Owner - Ruether Farms LLC - and each party's respective representative, lessees, successors and assigns, and to any future owner of any tract of land restricted under this Agreement, or any portion of same, regardless of whether this Agreement is mentioned in any future deeds or conveyances; (b.) the rights granted herein are only in favor of the owners, tenants and occupants of the property as described above, and not for the general public; and (c.) each Lot and owner thereof shall be subject to the easements, accesses, ingress/egress, and utility corridors, each as shown and as designated upon the Trails End Subdivision plat attached hereto at **Exhibit A**, which plat shall be filed of record in Loup County, Nebraska.

IT IS SO DECLARED AND AGREED.

**Ruether Farms, LLC, a Nebraska Limited Liability Company, Owner**

BY:   
Karen E. Ruether, Member

7/8/2021  
Date

By:   
Garry L. Ruether, Member

7/8/2021  
Date

BY:   
Clinton J. Ruether, Member

Date

State of Nebraska )  
County of Seward ) ss.

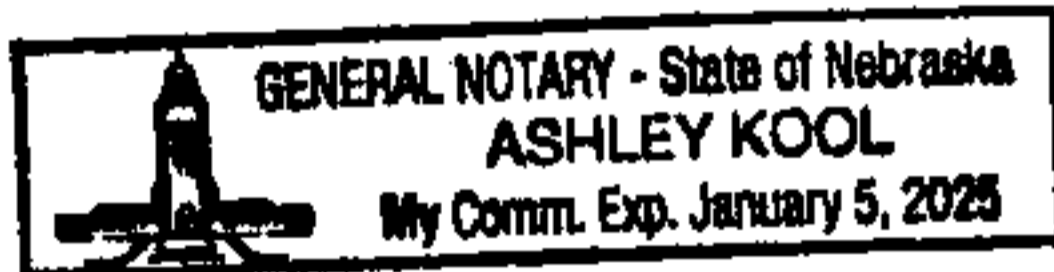
Subscribed and sworn to before me this 17th day of July, 2021, by Karen E. Ruether and Garry L. Ruether, husband and wife, and each as authorized members of Ruether Farms, LLC.



*Nancy J. Steckly*  
Notary Public

State of Nebraska )  
County of Hall ) ss.

Subscribed and sworn to before me this 17th day of July, 2021, by Clinton J. Ruether, as authorized member of Ruether Farms, LLC.



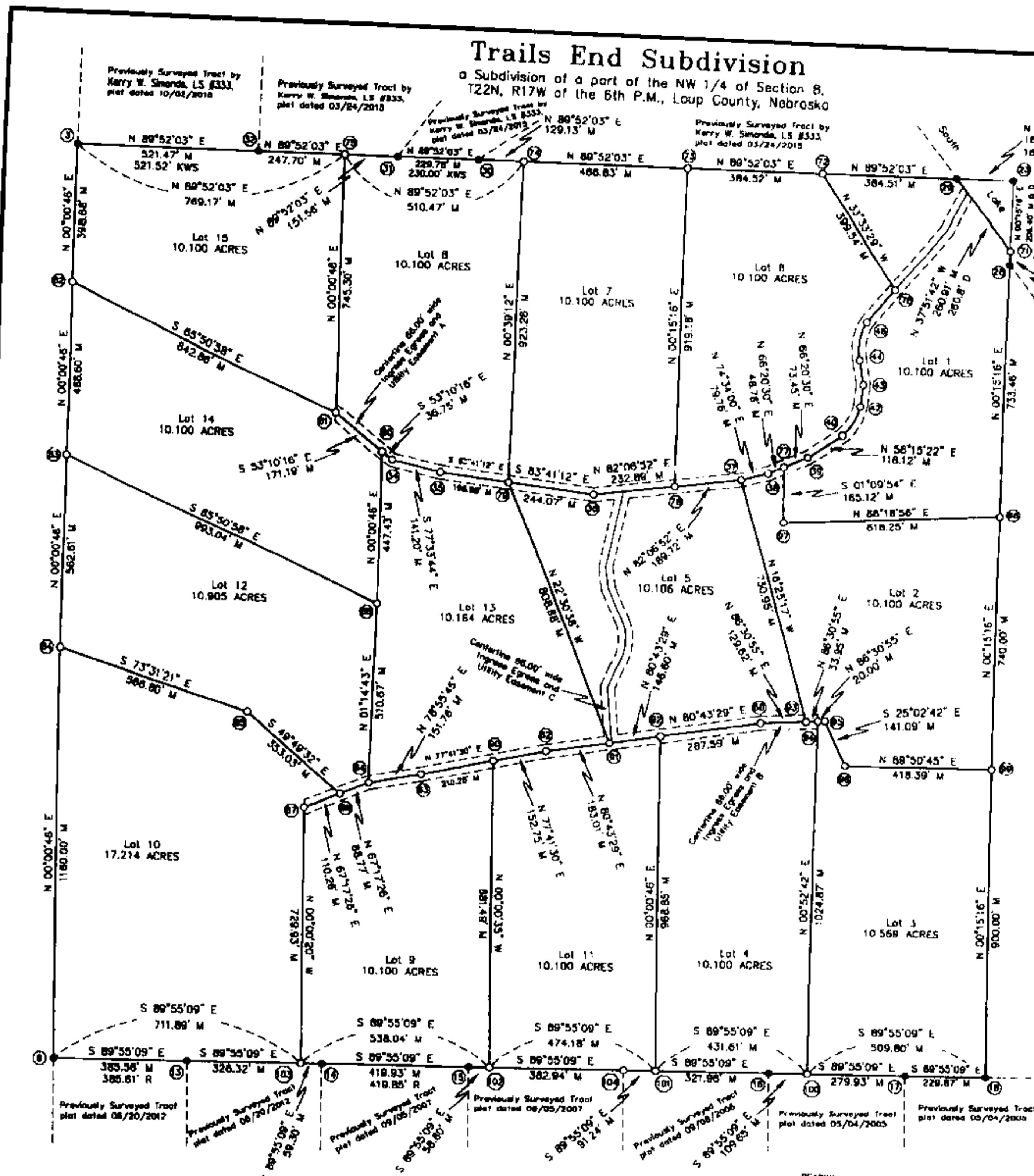
*Clinton J. Ruether*  
Notary Public

TK:/M:/RE/8654.001 Ruether-Trails End – Restrictive Covenants (DRAFT 3)

# EXHIBIT A

## Trails End Subdivision

a Subdivision of a part of the NW 1/4 of Section 8, T22N, R17W of the 6th P.M., Loup County, Nebraska



**Legal Description of Amended Survey and Utility Easements A**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements B**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements C**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements D**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements E**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements F**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements G**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements H**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements I**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements J**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements K**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements L**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements M**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements N**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements O**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements P**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements Q**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements R**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements S**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements T**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements U**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements V**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements W**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements X**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements Y**  
 A 66.00 foot wide easement...  
**Legal Description of Amended Survey and Utility Easements Z**  
 A 66.00 foot wide easement...

**OWNERS CERTIFICATION**  
 I, Karen L. Ruether, Registered Agent, do hereby certify that I have surveyed, platted and subdivided, and do hereby survey, plat and subdivide, said real estate in accordance with this plat.

This subdivision shall be known and designated as TRAILS END SUBDIVISION, a subdivision of a part of the NW 1/4 of Section 8, T22N, R17W of the 6th P.M., Loup County, Nebraska.

All ingress and egress easements shown are hereby reserved for public use with provisions for maintenance by the owners of the property within the subdivision unless specifically noted herein.

Clear title to the land contained in this plat is guaranteed. Any encumbrances or special assessments are explained as follows:

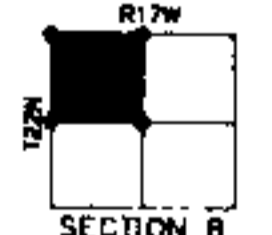
There are strips of land shown on or with this plat and marked utility easement, reserved for the use of public utilities or other entity as indicated and such easements are subject to the paramount right of the utility or other entity as indicated to install, repair, replace and maintain its installations.

Witness my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Karen L. Ruether, Registered Agent  
 STATE OF NEBRASKA  
 COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Karen L. Ruether and acknowledged the execution of the foregoing instrument as her voluntary act and deed for the purposes therein expressed. Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public  
 Notarial Seal



Surveyor	Steven L. Rasmussen
License No.	19-624
Expiration Date	12/31/2023
Address	1234 Main St, Lincoln, NE 68502
Phone	(402) 555-1234
Fax	(402) 555-5678
Email	srasmussen@nebraska.gov

Recreation Land Surveying, LLC  
 1234 Main St, Lincoln, Nebraska 68502  
 Phone/Fax (402) 555-1234

A SUBDIVISION OF A PART OF THE NW 1/4 OF SECTION 8, T22N, R17W OF THE 6TH P.M., LOUP COUNTY, NEBRASKA.

LEGAL SURVEY