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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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PROTECTIVE COVENANTS

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots Sixty (60) through Sixty-eight (68), inclusive, Seventy-three (73), Seventy-eight (78) through Ninety (90), inclusive; Lots Ninety-three (93) through Ninety-Five (95), inclusive; Lots One Hundred Six (106) through One Hundred Forty (140), inclusive; Lot One Hundred Fifty-Seven (157); Lots One Hundred Sixty-Three (163) through Two Hundred Fifty-Two (252), inclusive; and Lots Two Hundred Seventy-Five (275) through Two Hundred Eighty-Five (285), inclusive, in WESTIN HILLS, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and Lots Two Hundred Ninety-Nine (299) through Three Hundred Twenty-Nine (329), inclusive, in WESTIN HILLS REPLAT II, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots Seventy-six (76) and Seventy-seven (77), in WESTIN HILLS REPLAT 3, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots Seventy-four (74) and Seventy-five (75), in WESTIN HILLS REPLAT 4, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots Seventy-one (71) and Seventy-two (72), in WESTIN HILLS REPLAT 5, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lots Sixty-nine (69) and Seventy (70), in WESTIN HILLS REPLAT 6, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, does hereby create, adopt, declare and establish the following restrictions upon the above described properties.

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1. **Permitted Uses.** No lot shall be used except for residential purposes, schools or churches. No home 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 or 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 Side Yards.** All setbacks, side yards and rear yard requirements shall conform to applicable laws and ordinances.
3. **Prohibited Structures.** No structure of a temporary character, trailer, basement, tent, shack, storage shed, detached garage, barn or other outbuildings shall be permitted.
4. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, kept on any lot except dogs, cats or household pets maintained within the dwelling, provided that they are not kept, bred or maintained for any commercial purpose.
5. **Fences and Dog Runs.** Fences shall not be located on any lot nearer to the street than the structure located on said lot. No dog runs shall be permitted.

Return to:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144

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BKP	<i>com</i>	C/O	COMP <i>VP</i>
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6. 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 its designee.
7. Weeds. The title holder of each lot, vacant or improved, shall keep his/her lot or lots free from weeds and debris.
8. 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, except for Lots Eighty (80) through Ninety (90), inclusive, which shall be six (6') feet wide. The sidewalks shall be placed four feet back of the street curb line.
9. 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.
10. Signs/Model Homes. 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. Developer and/or its designee may however, permit such signs as may be reasonably necessary for the operation and advertisement of model homes. Model homes may be maintained by the Declarant notwithstanding the fact there are no longer any vacant lots within the subdivision for sale.
11. 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 (7) 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. No boat, camper, trailer, motor home, semi-trailer, tractor, truck or other similar vehicle or chattel shall be parked or left on any street within the subdivision.
12. Outside Antennae Prohibited. No outside radio, television, ham broadcasting, earth station, satellite dish 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. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from covenant enforcement by court or governmental agency order shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.
13. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick or stone, except that poured foundations only may be painted. 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.
14. Sod. A minimum of 3,000 square feet of sod shall be laid in all yards.
15. Architectural Control. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, dog run, flagpole 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 structure or improvement have been approved in writing by Developer, or any person, firm, corporation, partnership or entity designated in writing by Developer, which 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 Developer and its designee specifically reserve the right to deny permission to construct any type of structure, or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Developer, or its designee as required in these Covenants shall be in writing. Failure of the Developer or its designee to give either written approval or disapproval of a 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. The restrictions of this paragraph shall terminate when the last lot has a completed dwelling sold, closed and conveyed to a third-party purchaser.

16. Utility, Pipeline and Other Easements. A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, U.S. West Communications, and any company which has been franchised to provide a cable television system in the area to be subdivided, their 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 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 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 a perpetual easement is hereby granted to the City of Omaha and Peoples Natural Gas, 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 streets. A perpetual easement is reserved in favor of Northern Natural Gas Company on, through, under and across the south twenty (20') feet of Lots Ninety-Five (95), One Hundred Six (106) through One Hundred Twenty-Three (123), inclusive, and Two Hundred (299) through Three Hundred Eight (308), inclusive. There is also granted to Omaha Public Power District a permanent right-of-way easement over, upon, above, along, under, in and across the north eight (N 8') feet of the south twenty-eight (S 28') feet of Lots Ninety-Five (95) and One Hundred Six (106) through One Hundred Twenty-Three (123), inclusive. There is also granted to Metropolitan Utilities District of Omaha a perpetual easement and right-of-way over, upon, above, along, under, in and across the northeasterly ten (10') feet of Lot One Hundred Fifty-seven (157), and the south five (5') feet of each of Lots One Hundred Thirty-nine (139) and One Hundred Forty (140) and a triangular parcel in Lot Eighty (80), the parcel having ten (10') foot sides extending along the northeasterly and southeasterly boundaries of said lot. 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.

17. 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.

18. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. 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 hereof. 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.

20. Enforcement by Developer. Nothing herein contained shall in any way be construed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

21. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the exclusive right to amend, modify or supplement all of 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, supplemented 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 all owners of at least seventy-five (75%) percent of the lots subject to these Protective Covenants. Such amendments may include, among other things, the inclusion of additional properties to these Protective Covenants, an extension of the 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 esthetic appearance and upkeep of the entire area, dredging or otherwise assisting in the renovation and/or maintenance of the adjacent Westin Hills lake and recreation area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

22. 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.

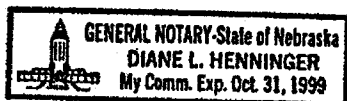
Dated this 29th day of June, 1998.

CELEBRITY HOMES INC.

By [Signature]
GALE L. LARSEN, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29th day of June, 1998, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.



[Signature]
Notary Public



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RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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AMENDMENT TO PROTECTIVE COVENANTS

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by
Celebrity Homes, Inc., a Nebraska corporation.

RECITALS

A. On June 29, 1998, a document entitled Protective Covenants (hereinafter the "Declaration") for the
following property:

Lots Sixty (60) through Sixty-eight (68), inclusive, Seventy-three (73) , Seventy-eight (78)
through Ninety (90), inclusive; Lots Ninety-three (93) through Ninety-Five (95), inclusive; Lots
One Hundred Six (106) through One Hundred Forty (140), inclusive; Lot One Hundred Fifty-
Seven (157); Lots One Hundred Sixty-Three (163) through Two Hundred Fifty-Two (252),
inclusive; and Lots Two Hundred Seventy-Five (275) through Two Hundred Eighty-Five (285),
inclusive, in WESTIN HILLS, a subdivision as surveyed, platted and recorded in Douglas
County, Nebraska and Lots Two Hundred Ninety-Nine (299) through Three Hundred Twenty-
Nine (329), inclusive, in WESTIN HILLS REPLAT II, a subdivision as surveyed, platted and
recorded in Douglas County, Nebraska, and Lots Seventy-six (76) and Seventy-seven (77), in
WESTIN HILLS REPLAT 3, a subdivision as surveyed, platted and recorded in Douglas
County, Nebraska, and Lots Seventy-four (74) and Seventy-five (75), in WESTIN HILLS
REPLAT 4, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and
Lots Seventy-one (71) and Seventy-two (72), in WESTIN HILLS REPLAT 5, a subdivision as
surveyed, platted and recorded in Douglas County, Nebraska, and Lots Sixty-nine (69) and
Seventy (70), in WESTIN HILLS REPLAT 6, a subdivision as surveyed, platted and recorded
in Douglas County, Nebraska,

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were recorded by Celebrity Homes, Inc., a Nebraska corporation, Declarant and Developer, in the office of the
Register of Deeds of Douglas County, Nebraska at Book 1253 Page 320 of the Miscellaneous Records.

B. Paragraph 21. of the Declaration provides that for a period of ten (10) years following June 29, 1998,
the Protective Covenants may be amended, modified or supplemented by the Developer 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.

NOW, THEREFORE, Developer hereby declares that the Protective Covenants recorded on June 29, 1998
at Book 1253 Page 320 in the Miscellaneous Records of the office of the Register of Deeds of Douglas County,
Nebraska should be and hereby are amended in the following manner:

I. by deleting therefrom Paragraph 16. and adding in its place and stead the following:

16. Utility, Pipeline and Other Easements. A perpetual easement is hereby reserved in favor of
and granted to the Omaha Public Power District, U.S. West Communications, and any company
which has been franchised to provide a cable television system in the area to be subdivided, their

Return to:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144-4482
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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 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 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 a perpetual easement is hereby granted to the City of Omaha and Peoples Natural Gas, 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 streets. A perpetual easement is reserved in favor of Northern Natural Gas Company on, through, under and across the south twenty (20') feet of Lots Ninety-Five (95), One Hundred Six (106) through One Hundred Twenty-Three (123), inclusive, and Two Hundred (299) through Three Hundred Eight (308), inclusive. There is also granted to Omaha Public Power District a permanent right-of-way easement over, upon, above, along, under, in and across the north eight (N 8') feet of the south twenty-eight (S 28') feet of Lots Ninety-Five (95) and One Hundred Six (106) through One Hundred Twenty-Three (123), inclusive. There is also granted to Metropolitan Utilities District of Omaha a perpetual easement and right-of-way over, upon, above, along, under, in and across the northeasterly ten (10') feet of Lot One Hundred Fifty-seven (157), and the south five (5') feet and the westerly five (5') feet of each of Lots One Hundred Eight (108) and One Hundred Thirty-nine (139) and the westerly five (5') feet of Lot One Hundred Forty (140) and a triangular parcel in Lot Eighty (80), the parcel having ten (10') foot sides extending along the northeasterly and southeasterly boundaries of said lot. 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.

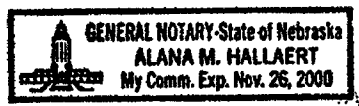
All other terms of said Protective Covenants shall remain in full force and effect.

Dated this 17 day of July 1998.

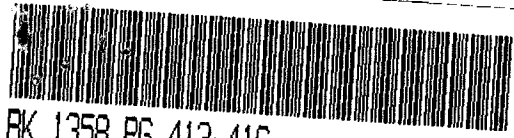
CELEBRITY HOMES, INC,
 By *Gale L. Larsen*
 GALE L. LARSEN, President

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

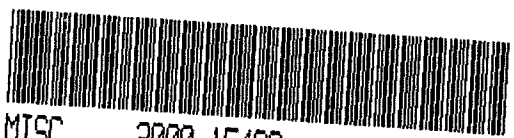
On this 17 day of July 1998, the foregoing instrument was acknowledged before me, a Notary Public, by Gale L. Larsen, President of Celebrity Homes, Inc., acting on behalf of said corporation.



Alana M. Hallaert
 Notary Public



BK 135B PG 413-416



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RICHARD N TANLON
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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PROTECTIVE COVENANTS

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots One (1) through Twelve (12), inclusive, and Lots Nineteen (19) through One Hundred Sixty-seven (167), inclusive, all in WESTIN HILLS WEST, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, does hereby create, adopt, declare and establish the following restrictions upon the above described properties.

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No home 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 or 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 Side Yards. All setbacks, side yards and rear yard requirements shall conform to applicable laws and ordinances.

3. Prohibited Structures. No structure of a temporary character, trailer, basement, tent, shack, storage shed, detached garage, barn or other outbuildings shall be permitted.

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

5. Fences and Dog Runs. Fences shall not be located on any lot nearer to the street than the structure located on said lot. No chain link fencing is permitted. No dog runs shall be permitted.

6. 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 its designee.

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

8. 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, except for Lots Eighty (80) through Ninety (90), inclusive, which shall be six (6') feet wide. The sidewalks shall be placed four feet back of the street curb line.

9. 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.

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
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10. Signs/Model Homes. 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. Developer and/or its designee may however, permit such signs as may be reasonably necessary for the operation and advertisement of model homes. Model homes may be maintained by the Declarant notwithstanding the fact there are no longer any vacant lots within the subdivision for sale.

11. 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 (7) 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. No boat, camper, trailer, motor home, semi-trailer, tractor, truck or other similar vehicle or chattel shall be parked or left on any street within the subdivision.

12. Outside Antennae Prohibited. No outside radio, television, ham broadcasting, earth station, satellite dish 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. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from covenant enforcement by court or governmental agency order shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

13. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick or stone, except that poured foundations only may be painted. 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.

14. Sod. A minimum of 3,000 square feet of sod shall be laid in all yards.

15. Architectural Control. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, dog run, flagpole 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 structure or improvement have been approved in writing by Developer, or any person, firm, corporation, partnership or entity designated in writing by Developer, which 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 Developer and its designee specifically reserve the right to deny permission to construct any type of structure, or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Developer, or its designee as required in these Covenants shall be in writing. Failure of the Developer or its designee to give either written approval or disapproval of a 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. The restrictions of this paragraph shall terminate when the last lot has a completed dwelling sold, closed and conveyed to a third-party purchaser.

16. Utility, Pipeline and Other Easements. A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, U.S. West Communications, and any company which has been franchised to provide a cable television system in the area to be subdivided, their 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 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 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 a perpetual easement is hereby granted to the City of Omaha and Peoples Natural Gas, 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 streets. A twenty-five (25') foot perpetual easement for temporary flowage and storage of water is reserved in favor of the Papio-Missouri River Natural Resources District on, through, under and across portions of Lots Two-Hundred Thirty-two (232) through Two Hundred Eighty-three (283), inclusive, and Outlot E, all in WESTIN HILLS WEST, as more particularly reflected on the plat of WESTIN HILLS WEST, recorded of record at the Office of the Douglas County Register of Deeds. There is also granted to Sanitary and Improvement District No. 415 of Douglas County, Nebraska and the City of Omaha a permanent ten (10') foot wide sanitary sewer easement on, through, under and across portions of Lot 232, WESTIN HILLS WEST, as more particularly reflected on the plat of WESTIN HILLS WEST, recorded of record at the Office of the Douglas County Register of Deeds. There is also granted to Sanitary and Improvement District No. 415 of Douglas County, Nebraska and the City of Omaha a permanent storm sewer and drainageway easement over, upon, above, along, under, in and across all of Outlots D & E, WESTIN HILLS WEST. There is also granted to Sanitary and Improvement District No. 415 of Douglas County, Nebraska and the City of Omaha a permanent twenty (20') foot wide pedestrian trail easement over, upon, along, under, in and across portions of Outlot F, WESTIN HILLS WEST, as more particularly reflected on the plat of WESTIN HILLS WEST, recorded of record at the Office of the Douglas County Register of Deeds. A twenty (20') foot wide sanitary sewer easement is hereby reserved over portions of Outlot F, WESTIN HILLS WEST, as more particularly described in the plat of WESTIN HILLS WEST and in said easement document recorded of record at Book 1213 Page 507, in the Office of the Douglas County Register of Deeds. 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.

17. 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.

18. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Binding on Successors. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, 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.

20. Enforcement by Developer. Nothing herein contained shall in any way be construed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

21. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the exclusive right to amend, modify or supplement all of 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, supplemented 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 all owners of at least seventy-five (75%) percent of the lots subject to these Protective Covenants. Such amendments may include, among other things, the inclusion of additional properties to these Protective Covenants, an extension of the 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 esthetic appearance and upkeep of the entire area, dredging or otherwise assisting in the renovation and/or maintenance of the adjacent Westin Hills lake and recreation area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

22. 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.

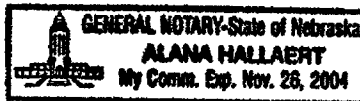
Dated this 14th day of November 2000.

CELEBRITY HOMES INC.

By

Gale L. Larsen
GALE L. LARSEN, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



On this 14th day of November 2000, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.

Alana M. Hallaert
Notary Public



BK 1361 PG 301-305



MISC 2000 16746

Nebr Doc Stamp Tax
Date
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By

REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 DEC -8 PM 3:35

WESTIN HILLS WEST

RESTATED AND AMENDED PROTECTIVE COVENANTS

This Amendment to and Restatement of Protective Covenants is made the date hereinafter set forth by Celebrity Homes, Inc., a Nebraska corporation, Declarant.

RECITALS

A. On November 15, 2000, a document entitled Protective Covenants (hereinafter the "Declaration") for Lots One (1) through Twelve (12), inclusive, and Lots Nineteen (19) through One Hundred Sixty-seven (167), inclusive, all in WESTIN HILLS WEST, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, were recorded by Declarant, in the office of the Register of Deeds of Douglas County, Nebraska at Book 1358 Page 413 of the Miscellaneous Records.

B. Paragraph 21 of the Declaration provides that for a period of ten (10) years following November 14, 2000, the Declarant shall have the sole, absolute and exclusive right to amend, modify or supplement all or any portion of the Declaration.

NOW, THEREFORE, Declarant hereby declares that the Protective Covenants recorded on November 15, 2000 at Book 1358 Page 413 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska should be and hereby are amended and restated in the following manner:

I. By deleting therefrom the Declaration in its entirety and adding in its place and stead the following:

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots One (1) through Twelve (12), inclusive, and Lots Nineteen (19) through One Hundred Sixty-seven (167), inclusive, all in WESTIN HILLS WEST, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, does hereby create, adopt, declare and establish the following restrictions upon the above described properties.

1. Permitted Uses. No lot shall be used except for residential purposes, schools or churches. No home 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 or 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 Side Yards. All setbacks, side yards and rear yard requirements shall conform to applicable laws and ordinances.

3. Prohibited Structures. No structure of a temporary character, trailer, basement, tent, shack, storage shed, detached garage, barn or other outbuildings shall be permitted.

FULLENKAMP, DOYLE & JOBEUN
 11440 WEST CENTER ROAD
 OMAHA, NEBRASKA 68144-4482
 Attn: AJH

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BKP		C/O	COMP
DEL		SCAN	OC FV

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

5. Fences and Dog Runs. Fences shall not be located on any lot nearer to the street than the structure located on said lot. No chain link fencing is permitted. No dog runs shall be permitted.

6. 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 its designee.

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

8. 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, except for Lots Eighty (80) through Ninety (90), inclusive, which shall be six (6') feet wide. The sidewalks shall be placed four feet back of the street curb line.

9. 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.

10. Signs/Model Homes. 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. Developer and/or its designee may however, permit such signs as may be reasonably necessary for the operation and advertisement of model homes. Model homes may be maintained by the Declarant notwithstanding the fact there are no longer any vacant lots within the subdivision for sale.

11. 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 (7) 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. No boat, camper, trailer, motor home, semi-trailer, tractor, truck or other similar vehicle or chattel shall be parked or left on any street within the subdivision.

12. Outside Antennae Prohibited. No outside radio, television, ham broadcasting, earth station, satellite dish 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. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from covenant enforcement by court or governmental agency order shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.

13. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick or stone, except that poured foundations only may be painted. 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.

14. Sod. A minimum of 3,000 square feet of sod shall be laid in all yards.

15. Architectural Control. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, dog run, flagpole 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 structure or improvement have been approved in writing by Developer, or any person, firm, corporation, partnership or entity designated in writing by Developer, which 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 Developer and its designee specifically reserve the right to deny permission to construct any type of structure, or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Developer, or its designee as required in these Covenants shall be in writing. Failure of the Developer or its designee to give either written approval or disapproval of a 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. The restrictions of this paragraph shall terminate when the last lot has a completed dwelling sold, closed and conveyed to a third-party purchaser.

16. Utility, Pipeline and Other Easements. A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, U.S. West Communications, and any company which has been franchised to provide a cable television system in the area to be subdivided, their 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 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 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 a perpetual easement is hereby granted to the City of Omaha and Peoples Natural Gas, 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 streets. A permanent easement has been granted to the Papio-Missouri River Natural Resources District for temporary flowage and storage of water for the Papillion Creek Watershed Structure No. D-18 over, under and across portions of Lots 112 - 144, inclusive, WESTIN HILLS WEST, as shown in more particularity on the plat of Westin Hills West recorded of record with the Register of Deeds of Douglas County, Nebraska at Miscellaneous Book 2135, Page 42; a twenty (20') foot wide sanitary sewer easement has been granted over, under and across portions of Lots 123 - 125, inclusive, Lots 129 - 132, inclusive, and Lots 138 - 144, inclusive, all in WESTIN HILLS WEST, as described in more particularity in the easement document recorded of record with the Register of Deeds of Douglas County, Nebraska at Miscellaneous Book 1213 Page 507; a permanent sanitary sewer easement has been granted to Douglas County, Sanitary and Improvement District No. 415 of Douglas County, Nebraska, and the City of Omaha over, under and across portions of Lot 112, WESTIN HILLS WEST as shown in more particularity on the plat of Westin Hills West; a permanent storm sewer and drainageway easement has been granted to Douglas County, Sanitary and Improvement District No. 415 of Douglas County, Nebraska, and the City of Omaha over, under and across portions of Lots 118 and 119, in WESTIN HILLS WEST as shown in more particularity on the plat of Westin Hills West. 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.

17. 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.

18. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Binding on Successors. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, 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.

20. Enforcement by Developer. Nothing herein contained shall in any way be construed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

21. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the exclusive right to amend, modify or supplement all of 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, supplemented 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 all owners of at least seventy-five (75%) percent of the lots subject to these Protective Covenants. Such amendments may include, among other things, the inclusion of additional properties to these Protective Covenants, an extension of the 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 esthetic appearance and upkeep of the entire area, dredging or otherwise assisting in the renovation and/or maintenance of the adjacent Westin Hills lake and recreation area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

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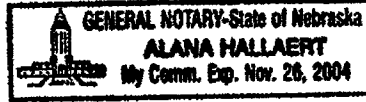
Dated this 7th day of December 2000.

CELEBRITY HOMES INC.

By


GALE L. LARSEN, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



On this 7th day of December 2000, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.

Alana Hallaert

Notary Public