

PROTECTIVE COVENANTS

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots 1 through 148, inclusive, in Stonehenge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska does hereby create, adopt, declare and establish the following restrictions upon the following described properties:

Lots 1 through 148 inclusive, in Stonehenge, a subdivision in Douglas County, Nebraska as 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 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 Sideyards. All setbacks, sideyards and rear yard requirements shall conform to applicable laws and ordinances provided that the rear yard set back on all lots bordering on the Eldorado subdivision shall be thirty-five (35') feet.

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 household pets, provided that they are not kept, bred or maintained for any commercial purposes.

5. Fences and Dog Runs. Fences shall not be located on any lot nearer to the street than the structure located on said lot, except on lots where the side lot line abuts on a street, in which event, side yard fence may be located up to the side yard property line, however, in no event, shall the fence be located nearer to the street that runs in front of the structure located on said lot than the structure itself. Dog runs and kennels shall not be permitted on any lot.

6. Area. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, containing above grade finished living areas, exclusive of porches, breezeways, carports, basements and garages of not less than 1400 square feet for those lots abutting on the boundaries of the Eldorado Subdivision and a minimum of 1150 square feet on the remaining lots.

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

8. Moved Dwellings. Dwellings constructed in any other addition or location including modular or factory-built dwellings shall not be moved to or assembled and placed upon any lot within this addition.

9. 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 prior to completion of construction of a dwelling and use or occupancy thereof.

10. 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.

11. Removal of Debris. Upon completion of the construction of any dwelling house or building on the above lots, the construction debris must be removed from the area of the Stonehenge Addition. No owner or occupant of any dwelling house within the Stonehenge Addition shall place, burn or dispose of any trash, refuse, paper or other items on any lots in the Stonehenge Addition. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in Sanitary and Improvement District No. 206 of Douglas County, Nebraska.

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 for sale signs not exceeding six square feet in area shall be permitted temporarily.

13. Boats and Trailers. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in any 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.

14. Outside Antennae Prohibited. No outside radio, television, Ham broadcasting 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.

16. Cable Television Line Easements. A perpetual license and easement is hereby reserved in favor of the Developer, its successors and assigns, to erect, operate, maintain, repair and renew, or contract for the erection, installation, operation, maintenance and repair of underground conduit, wires and/or cable for the carrying and transmission of cable television service over, upon and below a five foot (5') strip of land adjoining the rear and side boundary lines of said lot 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 cable television lines are not installed along any of said lot lines within forty-eight (48) months of the date hereof, or if any underground television cable lines are constructed but are thereafter removed without replacement within sixty (60) days after removal, such side lot easement shall automatically terminate as to such unused or abandoned easement ways.

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, 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 and message services over, upon and below a five foot (5') 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 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 and provided further,

the above easement is subject to the right of Developer to install or contract for the installation of lines for cable television within the above described easement area as set forth in paragraph 16 above.

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 restriction 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.

19. 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.

20. 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.

21. 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

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enforce this instrument or any of the provisions contained herein.

22. Assignment by Developer. The rights, powers and responsibilities of the Developer as outlined and contained in this Agreement may be assigned and delegated by Celebrity Homes, Inc.

IN WITNESS WHEREOF, Celebrity Homes, Inc., a Nebraska corporation, being the owner and Developer of all said real estate executed these Covenants this 6th day of June, 1986.

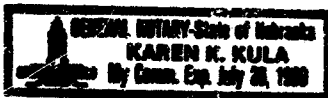
CELEBRITY HOMES, INC.

By [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, this 6th day of June, 1986 by Gale L. Larsen, President of Celebrity Homes, Inc..

Karen K. Kula
Notary Public



06/24/86

Dr. 778 VK 91-3 KPJV MS Fee 109.00
PG 689-695 Indx h.t.d. 91-lw MC B.C.
OF [Signature] Comp [Signature] Comp [Signature]

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RECEIVED
COUNTY OF DOUGLAS, NEB.
REGISTERED

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

RECEIVED

1995 OCT 23 PM 4: 24

GEORGE J. DUBLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBRASKA

This notice and declaration, made on the date hereinafter set forth, is made by Celebrity Homes, Inc., hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

WHEREAS, Declarant Celebrity Homes, Inc. is the owner of the following lots to-wit:

Lots 1-148, inclusive, all in Stonehenge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

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

NOW, THEREFORE, Declarant hereby declares that all lots owned by 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 in Southridge subdivision, including contract sellers, and 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 Stonehenge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, except Lot 149.
- C. "Declarant" shall mean and refer to Celebrity Homes, Inc., a Nebraska corporation, its successors and assigns.

20302 Misc 5

BK 793 N MF 91-3-39 C/O FEE 8900
PG 16-18 N 2-3 DEL 1/ MO

ARTICLE I
NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety (90%) percent of all lots within Stonehenge 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, then every lot that is unimproved at the end of the five-year term shall be subject to a charge of Four Hundred Fifty and no/100 (\$450.00) Dollars 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.

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All 148 lots in Stonehenge subject to this agreement shall be considered in determining whether ninety (90%) percent of the lots within Stonehenge have been improved within the five-year term. Only the 148 lots in Stonehenge 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 Stonehenge 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 (60) 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 (60) day period at the rate of twelve (12%) percent per annum, or the maximum rate allowed by law if said maximum rate is less than twelve (12%) percent per annum at that time.

In witness whereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of February, 1986.

