

89-15641

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants shall become operative on August 1, 1989, and are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate for thirty (30) years from the date thereof, unless extended as hereinafter provided:

INDEXED W
 FILED W
 COUNTY W
 DISTRICT W
 DEED W
 BOOK W
 PAGE W

All Lots in STONYBROOK SOUTH, an Addition in Sarpy County, Nebraska, as surveyed, platted and recorded, which are listed on Exhibit "A", attached hereto and incorporated by reference.

If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing, or to recover damages for such violation.

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

- A. All lots shall be used only for single-family residence purposes or for park, library, or school purposes. The construction of model homes and the use of same by the developers during the development of Stonybrook South shall not be deemed violative of this or any other provision of these covenants.
- B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. All lots shall be kept free of trash and debris.
- C. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No animals, horses, or other livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats, or other household pets are permitted, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they are kept confined to the lot of the owner and are not permitted to run loose in the Addition. Dwellings constructed in another addition or location shall not be moved to any lot within this Addition. No outside radio, television, or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee. No posters or advertising signs of any kind (except residential "For Sale" signs, not exceeding 2 foot by 2 foot in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the developers or their agents, in the development of the subdivision.
- D. No fences or screen walls shall be erected unless written approval therefor is obtained from the Architectural Committee.

11-8-89 3:27 PM 89-15641

RECORDS OF SARPY COUNTY, NE

Dr. J. D. D.

automobiles must be parked either indoors or on hard surfaced slabs or drives, if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers, or trailers, must be parked or stored indoors so as not be visible from the outside. The dedicated street right-of-way located between the pavement and the lot line of each residential zoned lot, shall not be used for the parking of any private or commercial vehicles or boats, campers, or trailers, or recreational vehicles. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling.

- H. No garbage or trash can or accumulations of trash shall be permitted outside dwellings except as screened from view.
- I. All plans and specifications for residential construction shall be submitted to the Architectural Review Committee for approval as to front, side, and rear yard setbacks; exterior design; use of exterior materials; placement of house on lot; drainage; and required minimum enclosed and finished living space. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the above matters have been submitted to and approved by the Architectural Review Committee. Plans and specifications for the initial construction of residences with at least 1,400 square feet (main floor and above) finished living space, brick-covered front-elevation foundations, and roof styles other than flat or mansard are not subject to Architectural Review Committee approval under this paragraph.
- J. None of said lots shall be re-subdivided into two or more smaller lots unless each dwelling site resulting from lot-splitting contains at least as much area as the smallest lot in Stonybrook South Addition.
- K. A set of plans and specifications must be submitted and approved by the Architectural Committee and kept on file for each dwelling except for dwellings which meet the minimum provisions of paragraph (I) above.
- L. The Architecture Committee or Architectural Review Committee as referred to above shall be such committee designated by Stonybrook South Homeowners Association, consisting of not less than two or more than five members.

The foregoing covenants may be amended or extended for additional periods by an instrument signed by the owners of not less than seventy-five (75%) of the Lots then covered by these covenants.

The foregoing covenants shall not be recorded and shall not become effective unless and until signed and acknowledged by Owners of no less than 251 lots in Stonybrook South Addition. Thereafter, additional owners may subject their lots to the mutual benefits and restrictions of these covenants by signing and acknowledging a written instrument indicating such intent and agreement, and upon recording thereof, it shall have the same force and effect as if they had signed and acknowledged these Restrictive Covenants.

<u>Date</u>	<u>Owner(s) (Print)</u>	<u>Signatures</u>	<u>Lot No.</u>
-------------	-------------------------	-------------------	----------------

EXHIBIT "A"

LOTS IN STONYBROOK SOUTH ADDITION
COVERED BY RESTRICTIVE COVENANTS OPERATIVE
AUGUST 1, 1939

Lots 5-10 inclusive, 12-18 inclusive, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 33, 36,
39-62 inclusive, 65, 66, 67, 69, 71-76 inclusive, 78, 80, 81, 82, 83, 92, 93, 95,
97-103 inclusive, 105-115 inclusive, 118-136 inclusive, 139, 140, 141, 142,
144-155 inclusive, 157, 159-167 inclusive, 169, 171, 173, 174, 176, 177, 178, 179,
183, 184, 185, 186, 188-195 inclusive, 197, 198, 199, 200, 201, 203, 204, 205, 206,
208-213 inclusive, 215, 216, 217, 218, 220-230 inclusive, 232, 234, 235, 236, 237,
238, 239, 241-265 inclusive, 267, 269-281 inclusive, 283, 285-309 inclusive,
311, 312, 313, 314, 317, 319, 320, 321, 322, 323, 325-333 inclusive, 335, 336.