

PROTECTIVE COVENANTS

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots one (1) through one hundred twenty (120), inclusive, in THE COLONIES REPLAT II, 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 120 inclusive, in THE COLONIES REPLAT II, 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.

3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, storage shed, 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 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.

6. Area. Dwellings shall be restricted to the following minimum square foot ground floor (above grade) area as set forth below. These minimum main floor (above grade) areas for houses (exclusive of garage, porches, breezeways and basements, whether finished or not) are as follows:

A. Ranches	1000 square feet
B. Split entries or Split level	1100 square feet
C. Tri-level	1500 square feet
D. Two Story	1400 square feet

- E. Multi-level (three or more levels finished above grade) 1200 square feet
7. 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.
8. Weeds. The title holder of each lot, vacant or improved, shall keep his lot or lots free from weeds and debris.
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.
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. 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 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.
12. 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.
13. 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.
14. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick or stone. 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.
15. Sod. A minimum of 1300 square feet of sod shall be laid in all yards.
16. Fences. There shall be a six foot high wood board on board fence constructed on the rear perimeter lot line of Lots 1 through 12

with the construction of such residence. The owner of any such lot shall at his sole expense maintain and keep such fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably necessary.

17. Architectural Control. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, doghouse, dogrun, 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 the 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 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 January 1, 1998.

18. 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, CATV and any company duly franchised by Douglas County and receiving permission from the Developer, 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, television and message service over and 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 or the CATV Company 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the right to amend, modify or supplement all or 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.

24. 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 9 day of July, 1991.

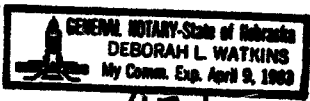
CELEBRITY HOMES, INC.

By: [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 9 day of July, 1991, the foregoing instrument was acknowledged before me by Deborah L. Watkins acting on behalf of Celebrity Homes, Inc.

Deborah L. Watkins
Notary Public



4
C/O _____ FEE 80.00
C/O _____ FEE 615
DEL ck _____
F/B _____ MC _____
FIB MT-07055

RECEIVED
Jul 16 2 07 PM '91
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

MWC
13923



1036 624 MISC



27340 92 624-624

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

AMENDMENT TO PROTECTIVE COVENANTS

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

RECITALS:

A. On July 16, 1991, Protective Covenants for Lots one (1) through one hundred twenty (120), inclusive in THE COLONIES REPLAT II, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska were recorded by Developer in the office of the Register of Deeds of Douglas County, Nebraska in Miscellaneous Book 971 at Page 246; and

B. Paragraph 23 of the Protective Covenants provides that said Covenants may be amended by the Developer for a period of ten (10) years following July 9, 1991 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 July 16, 1991 in Miscellaneous Book 971 at Page 246 in the office of the Register of Deeds of Douglas County, Nebraska for the following described lots, to-wit:

Lots 1, 113 and 120 THE COLONIES REPLAT II, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska

should be and hereby are amended by deleting said lots from the Protective Covenants for such period of time as the same are owned by Developer but that said Protective Covenants shall be reinstated and in full force and effect as to each lot upon conveyance of the same by Developer to a third-party purchaser.

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

Dated this 13th day of October, 1992.

CELEBRITY HOMES, INC.

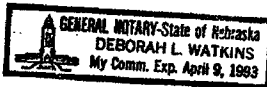
RECEIVED
Oct 14 3 44 PM '92

By: Gale L. Larsen
President

GEORGE J. BUDZEWIAC
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 13th day of October, 1992, the foregoing instrument was acknowledged before me by Gale L. Larsen acting on behalf of Celebrity Homes, Inc.



Deborah L. Watkins
Notary Public
3K 1036 N C/O 650
DE 624 N Comp DEL JK MC SP
OF 100 COMP QN F/B MI-07055

Walsh Fullenkamp & Doyle
11440 W Center Rd.
Omaha NE 68144

27340
baw D

