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REGISTRAR 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 Two Hundred Sixty-nine (269) through Two Hundred Eighty-three (283), inclusive, and Lots Two Hundred Ninety-three (293) through Five Hundred Twenty-two (522), 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. Any fence installed on any Lot by the Developer shall be maintained by the owner of such Lot, at the owner's sole expense and the owner shall 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. Owner, if approved pursuant to the requirements of paragraph 15, Architectural Control, may install fencing perpendicular to perimeter fencing only. Chain link fencing is not permitted in any instance. 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.

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

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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 435, 436, 457, 458, 469-472, inclusive, all in Westin Hills West, which shall be six (6') feet wide where abutting 152nd Street. 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, stone, colored masonry units or 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 Metropolitan Utilities District, 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 25' 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 which encumbers portions of Lots 269-283, inclusive, in Westin Hills West as more particularly reflected on the plat of Westin Hills West. A permanent 7.5' wide sanitary sewer easement has been granted to Douglas County, Nebraska, SID No. 415, and the City of Omaha encumbering portions of Lot 283, Westin Hills West. A permanent 86' wide Northern Natural Gas Company has been granted an easement/pipeline right-of-way which encumbers portions of Lots 293-305, inclusive, Lot 472, Lots 474-476, inclusive, Lots 478-483, inclusive, and Lots 502-505, inclusive, all in Westin Hills West as reflected on the plat - owners of any Lot encumbered by this easement shall not build, create, construct, nor allow to be built, created, or constructed, any hard, gravel, or similar surface road, any improvements or structures of any nature, nor alter the grade or permit such alteration, anywhere within the easement area/pipeline right-of-way without the written consent of Northern Natural Gas Company. Northern Natural Gas Company shall have the right to clear and keep cleared from within the easement area/pipeline right-of-way all trees, brush, undergrowth, buildings, structures, improvements or other obstructions, and, Northern Natural Gas Company shall not be liable for loss, cost, or damage caused on the easement area/pipeline right-of-way by keeping the easement area/pipeline right-of-way clear of such trees, brush, undergrowth, buildings, structures, improvements, and other obstructions in the exercise of its rights in such easement area/pipeline right-of-way. A permanent 15' wide sanitary sewer easement has been granted to Douglas County, Nebraska, SID No. 415 and the City of Omaha encumbering portions of Lot 502, Westin Hills West. An existing permanent sanitary sewer easement recorded of record at Book 1149 Page 12 of the Miscellaneous Records of Douglas County Register of Deeds, which encumbers portions of Lots 412 and 413, Westin Hills West. A permanent 5' storm water drainageway easements has been granted to Douglas County, Nebraska, SID No. 415 and the City of Omaha encumbering portions of Lots 483 and 502 in Westin Hills West. The minimum basement floor elevation for all lots within Westin Hills West is 1145.6 (USGS Datum). Direct vehicular access will not be allowed to 156th Street from any Lots abutting said street. 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 aesthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

22. In the event that a homeowners association is formed pursuant to Paragraph 20, above, the owners of each Lot subject to this Declaration shall be members. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall have one (1) vote. Said Homeowners Association shall have only those powers granted in its Articles of Incorporation and, such powers granted shall not exceed the following: enforcing the covenants, maintaining any outlots and easements if not otherwise maintained by a public entity and any entrance areas to the subdivision and otherwise promoting and maintaining the general aesthetic appearance and upkeep of the subdivision. Said Association shall have the right to levy assessments against each Lot which shall be used exclusively without any part of the net earnings enuring to the private benefit of any of its members for the limited purposes set forth in the Association's Articles of Incorporation. The lien of any assessment shall be subordinate to the lien of any first mortgage but shall not be extinguished by the sale or transfer of said Lot, except a sale pursuant to a mortgage foreclosure or any procedure in lieu thereof which shall extinguish such lien as may have become due prior to such sale or transfer. The Association's Articles of Incorporation and By-Laws to the extent not inconsistent herewith shall be incorporated herein by this reference. In the event of any conflict, then the Declaration shall prevail.

23. 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 26 day of November 2002.

CELEBRITY HOMES INC

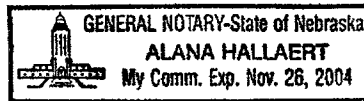
By

Gale L. Larsen
GALE L. LARSEN, President

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

) ss.
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On this 26 day of November 2002, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.

Alana M. Hallaert
Notary Public