

NOV 9 1963

**PROGRESSIVE COVENANTS**

The undersigned, **Celebrity Homes, Inc.**, a Nebraska Corporation (hereinafter referred to as "Developer"), being the owner of lots one (1) through sixty-one (61), inclusive, and sixty-four (64) through one hundred fifty-three (153), inclusive, in **WINDRIDGE 2ND ADDITION**, a subdivision surveyed, platted and recorded in Douglas County, Nebraska, located in Douglas County, Nebraska does hereby create, adopt, declare and establish the following restrictions upon the following described properties: Lots 1-61 and 64-153, inclusive, in **WINDRIDGE 2ND ADDITION**, a subdivision in Douglas County, Nebraska, 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 nor 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, garage, barn or other outbuilding 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 other household pets, provided they are not kept, bred or maintained for any commercial purpose.
5. **Fences.** Fences shall not be located on any lot nearer to the street than the structure located on said lot.

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, Split entries or Split levels (with two finished levels above grade) with two-car attached garages 1300 square feet
- B. Ranches, Split entries or Split level (with two finished levels above grade) with two car basement garage 1400 square feet

18929 J. Mue

904 \_\_\_\_\_ N \_\_\_\_\_ C/O \_\_\_\_\_ FEE 95.<sup>50</sup>  
 647-650 \_\_\_\_\_ N \_\_\_\_\_ DEL VK MC (6)C  
 OR Mue COMP \_\_\_\_\_ FJB MC-44415

**RECEIVED**  
 Nov 9 3 45 PM '63  
 GEORGE J. BUGLEWICZ  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NE

9  
 IVED  
 16 PM '63  
 BUGLEWICZ  
 OF DEEDS  
 COUNTY, NE

- C. One and one-half story 1500 square feet
- D. Two Story 1900 square feet
- E. Multi-level (three or more levels finished above grade) 1700 square feet

7. Moved Buildings. 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 his 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.

12. 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 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 Antennas Prohibited. No outside radio, television, Ham broadcasting, Earth Station 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. Written Approval from Developer. No residence, building, fence, wall or other structure shall be started, altered or placed on any building plot in this subdivision until complete plans, specifications, and plot plan, including grading plan, showing location of such building or improvements have been approved in writing by the Developer or a

committee designated by the undersigned as to use, conformity, and harmony of external design with existing structures in the subdivision Developer's scheme of development, and as to the location of the building and improvement with respect to lot lines, reserved areas, other structures, topography and finished ground elevation. Written approval shall be given by the Developer or the committee appointed by him signing a copy thereof. One copy of all documents submitted shall be retained.

16. 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 telephones, telegraph, television and message service over and upon and below a five foot 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.

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 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.

BOOK 904 PAGE 390

21. 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 amending and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska.

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 23<sup>rd</sup> day of September, 1989.

CELEBRITY HOMES, INC.

By: [Signature] President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 23<sup>rd</sup> day of September, 1989, the foregoing instrument was acknowledged before me by [Signature] acting on behalf of Celebrity Homes, Inc.

[Signature]  
Notary Public



12

RECORDS

WHEN FILED

SEND TO

THIS MORNING

DEED OF TRUST

REAL PROPERTY

The Real Property

MODIFICATION

CONTRIBUTION  
effect. Consider  
obligate Lender  
agreement and  
makers and  
including any  
sign this Memorandum  
that the responsibility  
only to any lender

EACH GRANTEE

GRANTOR:  
KATHERINE

LENDER:  
BANK OF AMERICA

By: [Signature]

STATE OF

COUNTY OF

On this day of  
who executed  
deed, for the  
Given under

was T







BOOK 1004 PAGE 141

8281 page 2

RECEIVED

MAR 31 3 56 PM '92  
GEORGE J. BUDLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

BOOK 1004 N Comp C/O            FEE 80.00  
PG 140-141 DEL 1/8 MC R  
OF 1st COMP 9/1 F/B MC-44417

REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



#15

BOOK 1005 PAGE 615

AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, the undersigned, Celebrity Homes, Inc., a Nebraska corporation, (hereinafter referred to as "Developer") is the Owner of the following described property, to-wit:

Lots 38, 51, 57, 62, 83, 98, 99, 100, 115, 116, 118, 119 and 136 in WINDRIDGE 2ND ADDITION, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Developer did, on November 9, 1989 cause to be filed against such property Protective Covenants in the Office of the Register of Deeds of Douglas County, Nebraska in Book 904 at Page 647; and

WHEREAS, paragraph 21 thereof allows that for a period of ten (10) years following the 23rd of September, 1989, the 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.

NOW, THEREFORE, the undersigned Developer does hereby delete and amend paragraph 6. Area. E. Multi-level (3 or more levels finished above grade) by deleting therefrom 1,700 square feet and inserting in its place and stead, 1,400 square feet for the above described lots.

The Protective Covenants at Book 904, Page 647 through Page 650 shall, in all other respects remain in full force and effect.

IN WITNESS WHEREOF, Celebrity Homes, Inc., the Developer has executed this Amendment on this 7 day of April, 1992.

RECEIVED

APR 9 2 46 PM '92

REGINA J. PUBLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

DEVELOPER:  
Celebrity Homes, Inc.

By: Gale L. Larsen  
Gale L. Larsen, President

9313  
mcc-4

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS)

On this 7<sup>th</sup> day of April, 1992, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.

GENERAL NOTARY-State of Nebraska  
DEBORAH L. WATKINS  
My Comm. Exp. April 9, 1993

Deborah L. Watkins  
Notary Public.

EX 1005 N copy C/O 18  
PG 615 N DEL V~~E~~ MC RS  
OF MISC UP 1/3 MC-14417