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PROTECTIVE COVENANTSGEORGE J. DUMLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots one (1) through one hundred twenty-four (124), inclusive, in SEVEN PINES, 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 124 inclusive, in SEVEN PINES, 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 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 Sideyards. All setbacks, sideyards 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 dwelling located on said lot. No dog runs shall be permitted.

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

A.	Ranches	1100 square feet
B.	Split entries or Split level	1050 square feet
C.	Tri-level	1300 square feet
D.	Two Story	1500 square feet
E.	Multi-level (three or more levels finished above grade)	1300 square feet

Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144
attn: Joan

CASH 1040 BX 1055 E COMP MC-35145
TYPE new PG 336-339 G10 U SCAR YNI
FEE 8200 OF new LEGL PG 336 MC U FV U

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/her 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/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.

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 (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 with the subdivision.

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 3,000 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 8, inclusive and 62-69, inclusive with the construction of such residence to the extent that said rear perimeter lot line fronts on 156th Street. 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 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.

18. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, 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 exclusive 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. 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 esthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustaining the association's business.

24. Waiver for Hardship. Until such time as all lots are improved (completed dwellings), 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 21st day of JANUARY, 1993.

CELEBRITY HOMES, INC.

By: [Signature]

President

STATE OF NEBRASKA)
) ss,
COUNTY OF DOUGLAS)

On this 21st day of JANUARY, 1993, the foregoing instrument was acknowledged before me by Dale Larsen, President acting on behalf of Celebrity Homes, Inc.

Karen K. Kula
Notary Public





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PROTECTIVE COVENANTS

GEORGE J. JENSEN
REALTOR
The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots one hundred twenty-five (125) through one hundred seventy-three (173), inclusive, in SEVEN PINES, 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 125 through 173 inclusive, in SEVEN PINES, 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 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. 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.

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. 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.

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DEL. C.C. NOV 1995
LEGAL PG 6048 11/95

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.

13. 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.

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. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, 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.

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. Invalidity 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.

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 esthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustained the association's business.

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 24 day of February, 1995.

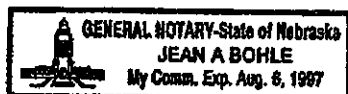
CELEBRITY HOMES INC.

By

Gale L. Larsen
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of February, 1995, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.



Jean A. Bohle
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS.



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Dec 28 2 46 PM '95

GEORGE J. SHERIDAN
REGISTERED
DOUGLAS

14126 H MC-35145
FEE 174.50 R comp FB/MC-35146
DEL. C/O COMP RA
LEGAL PG 26 SCANG TV

Walsh, Fullenkamp & Doyle
1140 West Center Road
Omaha, Nebraska 68144-4433

2

MC-35145

PROTECTIVE COVENANTS

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots one hundred seventy-four (174) through one hundred ninety-one (191), inclusive, and one hundred ninety-three (193) through two hundred seventy-one (271), inclusive, in SEVEN PINES, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and Lots one (1) and two (2), SEVEN PINES REPLAT I, 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. MC-35146

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. 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.
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. 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.

Return to:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144-4482
Debate

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.

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13. 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.

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 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. 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.

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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 esthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustaining the association's business.

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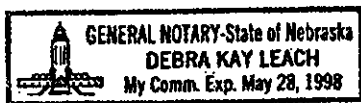
Dated this 26th day of December, 1995

CELEBRITY HOMES INC.

By Gale L. Larsen
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26th day of December, 1995 the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.



Debra Kay Leach
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

RECEIVED

JAN 25 3 23 PM '93

PROTECTIVE COVENANTSGEORGE J. DUMFRIES
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots one (1) through one hundred twenty-four (124), inclusive, in SEVEN PINES, 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 124 inclusive, in SEVEN PINES, a subdivision in Douglas County, Nebraska as surveyed, platted and recorded.

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D.	Two Story	1500 square feet
E.	Multi-level (three or more levels finished above grade)	1300 square feet

Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144
attn: Joan

CASH 1640 BZ 1055 R COMP PD MC-35145
TYPE mem PG 336-339 G10 U SGN Y
FEE 8200 OF mem LEGL PG 336 MC U FV U

2

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/her 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/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.

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 (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 with the subdivision.

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 3,000 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 8, inclusive and 62-69, inclusive with the construction of such residence to the extent that said rear perimeter lot line fronts on 156th Street. 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 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.

18. Power and Telephone Easements. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, 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 exclusive 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. 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 esthetic appearance and upkeep of the entire area, maintaining any entrance areas and otherwise promoting and sustaining the association's business.

24. Waiver for Hardship. Until such time as all lots are improved (completed dwellings), 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 21st day of JANUARY, 1993.

CELEBRITY HOMES, INC.

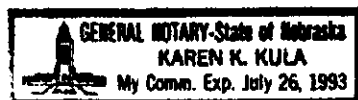
By: [Signature]

President

STATE OF NEBRASKA)
) ss,
COUNTY OF DOUGLAS)

On this 21st day of JANUARY, 1993, the foregoing instrument was acknowledged before me by [Signature], President acting on behalf of Celebrity Homes, Inc.

[Signature]
Notary Public





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THIS PAGE INCLUDED FOR

INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

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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 24 day of February, 1995.

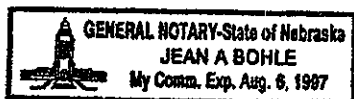
CELEBRITY HOMES INC.

By

Gale L. Larsen
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of February, 1995, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.



Jean A. Bohle
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS.

Seven Pines

lot 125 thru 175

Plat and Dedication:

Filed 7-11-94, in Book 1982 at Page 378, Instrument No. _____

☒ Grants a perpetual easement in favor of

☒ Omaha Public Power District,

☒ U.S. West Communications

Northwestern Bell Telephone Company

☒ and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

☒ on, over, through, under and across

or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;

an 8 foot wide strip of land abutting the rear boundary line of all interior lots;

and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District of Omaha for utility,
installation and maintenance on, through, under and across a 5 foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

☒ Protective Covenants

or

Filed 3-23-95, in Book 1143 at Page 77, Instrument No. _____

☒ Omaha Public Power District,

U.S. West Communications

☒ Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,

and /or

CATV and any company duly franchise by Douglas

for utility, installation and maintenance

☒ on, over, through, under and across

or

a 5 foot wide strip of land abutting the ~~front~~ rear and the side boundary lines of all lots;

an _____ foot wide strip of land abutting the rear boundary line of all interior lots;

and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Architectural Control

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____

Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

Seven Pine - lot 1 thru 24

Plat and Dedication

Filed 7-1-92, in Book 1927 at Page 167, Instrument No. _____

- ☒ Grants a perpetual easement in favor of
☒ Omaha Public Power District,
☒ U.S. West Communications
Northwestern Bell Telephone Company
☒ and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

- ☒ on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? ☒ Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
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Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants

- ☒ Protective Covenants
or

Filed 1-25-93, in Book 1055 at Page 338, Instrument No. _____

- ☒ Omaha Public Power District,
U.S. West Communications
☒ Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

- on, over, through, under and across
or

a 5 foot wide strip of land adjoining Rear abutting the front and the side boundary lines of all lots;
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and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

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Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

Seven Pines

lot 125 thru 175

Plat and Dedication

Filed 7-11-94, in Book 1982 at Page 378, Instrument No. _____

- ☒ Grants a perpetual easement in favor of
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☒ U.S. West Communications
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☒ and any cable company granted a cable television franchise system,
and/or

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- ☒ on, over, through, under and across
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Any additional info,

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Restrictive Covenants

- ☒ Protective Covenants
or

Filed 3-22-95, in Book 1143 at Page 77, Instrument No. _____

- ☒ Omaha Public Power District,
U.S. West Communications
☒ Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
and/or

CATV and any company duly franchise by Douglas
for utility, installation and maintenance

- ☒ on, over, through, under and across
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