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RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owner of all or any part of the following described real estate until January 1, 2015.

Lots 55 through 57, inclusive and lots 124 through 201, inclusive, all in Stonegate, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs or assigns, 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 prevent him or them from so doing or to recover damages or other dues for such violations.

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. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use or for park, recreational, church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

D. Once construction of a dwelling has been commenced, outside framing of same must be completed within nine (9) months thereafter.

E. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

F. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets, outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the real yard and not extend any closer to the front lot line than the front yard building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated and no outside repair of any automobile will be permitted.

G. Portland concrete public sidewalks, four feet wide by 3.5 inches thick, shall be constructed in front of each built upon lot and along the street side of each built upon corner lot. The sidewalk shall be completed before occupancy or use of the main structure.

H. The applicable zoning ordinances of the City of Omaha shall determine minimum square footage requirements for building.

I. The applicable zoning ordinances of the City of Omaha shall determine minimum area of building plot and minimum front, side and rear yards.

J. For a period of fifteen years after the filing of this declaration, no residence, building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvements, above or below the ground (hereinafter

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BK 934-538

referred to as any "Improvement") shall be constructed, erected, placed, altered or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Committee as follows:

(1) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Committee (herein collectively referred to as the "plans"). Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, location of structure proposed for such improvements. Concurrent with submission of the plans, owner shall notify the Committee of the owner's mailing address.

(2) The Committee shall review such plans in relation to the type and exterior of improvements constructed, or approved construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulate. If the Committee determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, the Committee may refuse approval of the proposed Improvement.

(3) Written Notice of any refusal to approve a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans. Such notice shall be mailed, if at all, within thirty (30) days after the date of submission of the plans. If notice of refusal is not mailed within such period, the proposed Improvement shall be deemed approved by the Committee.

(4) The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Committee to protect the values, character and residential quality of all Lots. However, no Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by the Committee, or to control, direct or influence the acts of the Committee with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon the Committee in this Section, or as a result of any act or failure to act by the Committee with respect to any proposed Improvement.

IN WITNESS WHEREOF, We have executed these Restrictive Covenants, this 24th day of April, 1990.

[Signature]
Charles G. Smith, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned Notary Public in and for said county, personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



[Signature]
Notary Public

14826
New

RECEIVED
AUG 13 9 34 AM '90
GEORGE J. BJORNDAL
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

BK 934 N _____ C/O _____ FEE 50.50
PG 53753 N 91-441 DEL 11 MC _____
OF Over COMP. Per FID 111-3709C

14826

DECLARATION OF
RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants 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 until January 1, 2006.

lots 55 through 57, inclusive, and lots 124 through 201, inclusive in Stonegate, a subdivision in Douglas County, Nebraska.

If the present or future owners of any said lots, or their grantees, heirs or assigns, 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 prevent him or them from so doing or to recover damages or other dues for such violations.

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. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use or for park, recreational, church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

D. Once construction of a dwelling has been commenced, outside framing of same must be completed within nine (9) months thereafter.

E. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

F. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets, outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated and no outside repair of any automobile will be permitted.

G. All houses built on any lot described in these covenants shall have at least a two-car garage.

H. Portland concrete public sidewalks, four feet wide by 3.5 inches thick, shall be constructed in front of each built upon lot and along the street side of each built upon corner lot. The sidewalk shall be placed four feet back of the street curb line, and shall be completed before occupancy or use of the main structure.

I. The applicable zoning ordinances of the County of Douglas shall determine minimum area of building plot and minimum front, side and rear yards.

IN WITNESS WHEREOF, Charles G. Smith, and John J. Smith President of Construction Sciences, Inc., have executed these covenants, this 15th day of January, 1991.

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JAN 16 2 10 PM '91

Charles G. Smith
Charles G. Smith

John J. Smith
John J. Smith
President of Construction Sciences, Inc.

STATE OF NEBRASKA)
) ss. DOUGLAS COUNTY, NE
County of Douglas)

950 N _____ C/O _____ FEE _____
335 N _____ DEL *IN* MCK _____
mic COMP *MM* E/B *MC-3700*

On the day and year last above written, before me, the undersigned a Notary Public, in and for said County, Personally known to be the identical person(s) whose name(s) are affixed to the above Restrictive Covenants and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal in said County the day and year last above written.



Robert A. Boyd
Notary Public

BOOK 810 PAGE 665
RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants 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 until January 1, 2010.

Lots 1 through 54, inclusive and Lots 58 through 123, inclusive, all in Stonegate, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or person 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 prevent him or them from so doing or to recover damages or other dues for such violations.

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. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use or for park, recreational, church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

D. Once construction of a dwelling has been commenced, outside framing of same must be completed within nine (9) months thereafter.

E. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

810 91-441 ST C/D FEE 20.00
665/667 91-441 DEL ma MG BS
OF Mind COMP ✓ F/B me-37090

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1987 APR -9 PM 3:54

GEORGE J. BUSLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

6530 MISC

F. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets, outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yard building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated and no outside repair of any automobile will be permitted.

G. Portland concrete public sidewalks, four feet wide by 3.5 inches thick, shall be constructed in front of each built upon lot and along the street side of each built upon corner lot. The sidewalk shall be placed four feet back of the street curb line, and shall be completed before occupancy or use of the main structure.

H. The applicable zoning ordinances of the City of Omaha shall determine minimum square footage requirements for buildings.

I. The applicable zoning ordinances of the City of Omaha shall determine minimum area of building plot and minimum front, side and rear yards.

IN WITNESS WHEREOF, Charles G. Smith, Trustee, being the owner of all of said real estate, has executed these Covenants, this 5th day of December, 1986.

Charles G. Smith
CHARLES G. SMITH, TRUSTEE

STATE OF NEBRASKA)

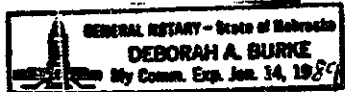
) ss.

COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned Notary Public in and for said county, personally came CHARLES G. SMITH, TRUSTEE, to me personally known to be the identical person whose name is affixed to the above Restrictive Covenants and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Deborah A. Burke
Notary Public



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1987 JUL 17 PM 3:13
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

BOOK 821 PAGE 40
BK 82/91 N 441-471 C/O FEE 20.50 NA
PG 40.4/N 91/441 DEL 1A MC
OF Misc COMP F/B MC-37090 Val
AMMENDMENT TO RESTRICTIVE COVENANTS

This amendment to the Restrictive Covenants made this 13th day of July, 1987, by Charles G. Smith, Trustee, herein referred to as "Owner".

WITNESS WHEREAS, Charles G. Smith, Trustee, is the owner of the property in Douglas County, Nebraska described as:

Lots 1 through 54, inclusive and Lots 58 through 123, inclusive, all in Stonegate, a subdivision in Douglas County, Nebraska.

WHEREAS, the Restrictive Covenants were filed by Charles G. Smith, Trustee, on April 9, 1987 in the Miscellaneous Records at Book 810 Page 665 and Book 810 Page 666 at the Douglas County, Nebraska Register of Deeds office.

Now, THEREFORE, comes Charles G. Smith, Trustee, and does ammend the Restrictive Covenants by adding the following:

J. For a period of fifteen years after the filing of this Amendment to the Restrictive Covenants, no residence, building, fence, wall, driveway, patio patio enclosure, rock garden, swimming pool, tennis court, dog house, tree house, flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, or other external improvements, above or below the ground (hereinall referred to as any "Improvement") shall be constructed, erected, placed, altered or permitted to remain on any Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by the Committee as follows:

(1) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to the Committee (herein collectibely referred to as the "plans"). Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, location of structure proposed for such improvements. Concurrent with submission of the plans, Owner shall notify the Committee of the Owner's mailing address.

KNOW ALL MEN BY THESE PRESENTS:

THAT I or We, Charles G. Smith, Trustee

NEBRASKA DOCUMENTARY STAMP TAX
17-88 Date 7-22-88
By CD

herein called the grantor whether one or more, in consideration of One (\$1.00) Dollar and other good and valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto Construction Sciences, Inc.

herein called the grantee whether one or more, the following described real property in Douglas County, Nebraska

See Exhibit "A"

EX 1830 N [Signature] CJO FEE 50.50
PG 724#5 N 91-441 DEL VK MC WIC
or Deed COMP [Signature] FIB MC-37090

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1988 JUL 27 AM 11:34
GEORGE J. HENNINGER
REGISTRAR OF DEEDS
DOUGLAS COUNTY, NEBRASKA

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever. And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance subject to encumbrances, easements and restrictions of record, ad valorem real estate taxes and special assessments,

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated July 15, 1988.

[Signature]
Charles G. Smith, Trustee

STATE OF NEBRASKA }
DOUGLAS County } ss. On this 15th day of July, 1988, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Charles G. Smith, Trustee

(SEAL)

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his/her or their voluntary act and deed.



Witness my hand and Notary Seal the day and year last above written.
[Signature]
Notary Public
My Commission expires the _____ day of _____, 19____

STATE OF _____ }
County _____ } ss.

Entered on numerical index and filed for record in the Register of Deeds Office of said County the _____ day of _____, 19____, at _____ o'clock and _____ minutes _____ M., and recorded in Book _____ of _____ at page _____

By _____ Reg. of Deeds Deputy

1727
1988
JOS BOLL 5678

BOOK 1862 PAGE 472

789-2365

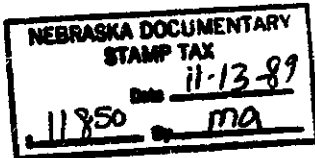
CP

CORPORATION JOINT TENANCY WARRANTY DEED

CONSTRUCTION SCIENCES, INC.

_____, Grantor,
 a corporation organized and existing under and by virtue of the laws of the State of Nebraska,
 in consideration of one dollar and other valuable consideration
 _____ Dollars (\$ 1.00), receipt of
 which is acknowledged, conveys to Robert James and Teri Lynne Beaman, husband and
wife, Grantees,
 as joint tenants and not as tenants in common, the following described real estate (as defined in Neb. Rev. Stat.
 §76-201) in Douglas County, Nebraska:

Lot 93, Stonegate, a Subdivision in Douglas County, Nebraska



Grantor covenants with the Grantees that Grantor:

(1) is lawfully seized of such real estate and that it is free from encumbrances subject to easements
and restrictions, if any, of record.

- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons.

It is the intention of all parties, that in the event of the death of either Grantee, the entire fee simple title to the real estate shall vest in the surviving Grantee.

Executed: November 1-0th, 19 89.

CONSTRUCTION SCIENCES, INC.

By [Signature]
Joseph F. Crnkovich, Secretary

By Mary Lou Sorensen
 Officer's Name
Mary Lou Sorensen, Asst. Secretary
 Title

STATE OF NEBRASKA, COUNTY OF Douglas :

The foregoing instrument was acknowledged before me on November 10th
19 89, by Joseph F. Crnkovich, Secretary and Mary Lou Sorensen, Asst.
 (Name and Office) Secretary
 of CONSTRUCTION SCIENCES, INC., a Nebraska
 (Name of Corporation)

corporation, on behalf of the corporation.



Martha M. Wainwright
 Notary Public

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Nov 13 3 24 PM '89

GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

BK 1862 N 472 PG 472 N 91-441 OF WAC COMP CP FEB 5 50
 DEL MA MS 63c MC-37090

12217 Witt St. 68164

9429 Tomahawk Bud 68134

10415

Stonegate

Plat and Dedication

Filed 3-17-87, in Book 1799 at Page 488, 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,
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, 934-537 filed 8-13-90
- Restrictive Covenants
- Protective Covenants

or

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 _____ foot wide strip of land abutting the front 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 12, 2nd 3rd or _____ Amendment to _____
Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

DECL R/C 950-385 filed 1-16-91 Architectural Control

Stone gate lot 1- thr 207

Plat and Dedication,
Filed 3/17/87, in Book 1799 at Page 488, 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, 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

Dated 12-5-86 Filed 4-9-87, in Book 810 at Page 665, 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 _____ foot wide strip of land abutting the front 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

Any additional info. architectural

Easement Right of Way 1st, 2nd 3rd or (Amendment to Restrictive Covenant)
Dated 7-13-87 Filed 7-17-87, in Book 821 at Page 40, Instrument No. _____

829-643 filed 10/22/87 Consent and Ratification of Plat

