

89-15641

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants shall become operative on August 1, 1989, and 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 for thirty (30) years from the date thereof, unless extended as hereinafter provided:

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All Lots in STONYBROOK SOUTH, an Addition in Sarpy County, Nebraska, as surveyed, platted and recorded, which are listed on Exhibit "A", attached hereto and incorporated by reference.

If the present or future owners of any of said lots 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 to prevent him or them from so doing, or to recover damages for such violation.

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. All lots shall be used only for single-family residence purposes or for park, library, or school purposes. The construction of model homes and the use of same by the developers during the development of Stonybrook South shall not be deemed violative of this or any other provision of these covenants.
- B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. All lots shall be kept free of trash and debris.
- C. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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. No animals, horses, or other livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats, or other household pets are permitted, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they are kept confined to the lot of the owner and are not permitted to run loose in the Addition. Dwellings constructed in another addition or location shall not be moved to any lot within this Addition. No outside radio, television, or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee. No posters or advertising signs of any kind (except residential "For Sale" signs, not exceeding 2 foot by 2 foot in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the developers or their agents, in the development of the subdivision.
- D. No fences or screen walls shall be erected unless written approval therefor is obtained from the Architectural Committee.
- E. No building materials shall be placed on any lot until construction is started on the main residential structure.
- F. No alterations to a dwelling or structures may be erected without approval from the Architectural Committee.
- G. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owner's expense upon the request or act of any land-owner in the subdivision. All

FILED FOR RECORD 11-8-89 AT 3:27 PM 89-15641
RECORDED IN DEEDS, SARPY COUNTY, NE
Ray J. D... [Signature]

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automobiles must be parked either indoors or on hard surfaced slabs or drives, if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers, or trailers, must be parked or stored indoors so as not be visible from the outside. The dedicated street right-of-way located between the pavement and the lot line of each residential zoned lot, shall not be used for the parking of any private or commercial vehicles or boats, campers, or trailers, or recreational vehicles. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling.

H. No garbage or trash can or accumulations of trash shall be permitted outside dwellings except as screened from view.

I. All plans and specifications for residential construction shall be submitted to the Architectural Review Committee for approval as to front, side, and rear yard setbacks; exterior design; use of exterior materials; placement of house on lot; drainage; and required minimum enclosed and finished living space. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the above matters have been submitted to and approved by the Architectural Review Committee. Plans and specifications for the initial construction of residences with at least 1,400 square feet (main floor and above) finished living space, brick-covered front-elevation foundations, and roof styles other than flat or mansard are not subject to Architectural Review Committee approval under this paragraph.

J. None of said lots shall be re-subdivided into two or more smaller lots unless each dwelling site resulting from lot-splitting contains at least as much area as the smallest lot in Stonybrook South Addition.

K. A set of plans and specifications must be submitted and approved by the Architectural Committee and kept on file for each dwelling except for dwellings which meet the minimum provisions of paragraph (I) above.

L. The Architecture Committee or Architectural Review Committee as referred to above shall be such committee designated by Stonybrook South Homeowners Association, consisting of not less than two or more than five members.

The foregoing covenants may be amended or extended for additional periods by an instrument signed by the owners of not less than seventy-five (75%) of the Lots then covered by these covenants.

The foregoing covenants shall not be recorded and shall not become effective unless and until signed and acknowledged by Owners of no less than 251 lots in Stonybrook South Addition. Thereafter, additional owners may subject their lots to the mutual benefits and restrictions of these covenants by signing and acknowledging a written instrument indicating such intent and agreement, and upon recording thereof, it shall have the same force and effect as if they had signed and acknowledged these Restrictive Covenants.

<u>Date</u>	<u>Owner(s) (Print)</u>	<u>Signatures</u>	<u>Lot No.</u>
9-27-88	Michael D Odorisio 7401 So. 140 Ave	Michael D Odorisio	193
9-27-88	Margaret M. Odorisio	Margaret M. Odorisio	

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

The above Restrictive Covenants were acknowledged by the above stated individuals on the above dates.

 Richard P. Dierker
Notary Public

EXHIBIT "A"

LOTS IN STONEYBROOK SOUTH ADDITION
COVERED BY RESTRICTIVE COVENANTS OPERATIVE
AUGUST 1, 1989

Lots 5-10 inclusive, 12-18 inclusive, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 33, 36,
39-62 inclusive, 65, 66, 67, 69, 71-76 inclusive, 78, 80, 81, 82, 83, 92, 93, 95,
97-103 inclusive, 105-115 inclusive, 118-136 inclusive, 139, 140, 141, 142,
144-155 inclusive, 157, 159-167 inclusive, 169, 171, 173, 174, 176, 177, 178, 179,
183, 184, 185, 186, 188-195 inclusive, 197, 198, 199, 200, 201, 203, 204, 205, 206,
208-213 inclusive, 215, 216, 217, 218; 220-230 inclusive, 232, 234, 235, 236, 237,
238, 239, 241-265 inclusive, 267; 269-281 inclusive, 283, 285-309 inclusive,
311, 312, 313, 314, 317, 319, 320, 321, 322, 323, 325-333 inclusive, 335, 336.

EXHIBIT "A"

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants shall become operative on August 1, 1969, and 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 for (30) years from the date thereof, unless extended as hereinafter provided:

All Lots in STONEYBROOK SOUTH, an Addition in Sarpy County, Nebraska, as surveyed, platted and recorded, which are listed on Exhibit "A", attached hereto and incorporated by reference.

If the present or future owners of any of said lots 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 to prevent him or them from so doing, or to recover damages for such violation.

Invocation 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. All lots shall be used only for single-family residence purposes or for park, library, or school purposes. The construction of model homes and the use of same by the developers during the development of Stonybrook South shall not be deemed violative of this or any other provision of these covenants.

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. All lots shall be kept free of trash and debris.

C. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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. No stables, horses, or other livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats, or other household pets are permitted, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they are kept confined to the lot of the owner and are not permitted to run loose in the Addition. Dwellings constructed in another addition or location shall not be moved to any lot within this Addition. No outside radio, television, or other electronic apparatus or aerial shall be erected on any building lot without the written consent of the Architectural Committee. No posters or advertising signs of any kind (except residential "For Sale" signs, not exceeding 2 feet by 2 feet in size) shall be erected on any building plot. The above restrictions as to signs does not apply to signs erected by the developers or their agents, in the development of the subdivision.

D. No fences or screen walls shall be erected unless written approval therefor is obtained from the Architectural Committee.

E. No building materials shall be placed on any lot until construction is started on the main residential structure.

F. No alterations to a dwelling or structures may be erected without approval from the Architectural Committee.

G. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owner's expense upon the request or act of any land-owner in the subdivision. All automobiles must be parked either indoors or on

hard surfaced slabs or drives, if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers, or trailers, must be parked or stored indoors so as not to be visible from the outside. The dedicated street right-of-way located between the pavement and the lot line of each residential zoned lot, shall not be used for the parking of any private or commercial vehicles or boats, campers, or trailers, or recreational vehicles. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling.

H. No garbage or trash can or accumulation of trash shall be permitted outside dwellings except as screened from view.

I. All plans and specifications for residential construction shall be submitted to the Architectural Review Committee for approval as to front, side, and rear yard setbacks; exterior design; use of exterior materials; placement of house on lot; drainage; and required minimum enclosed and finished living space. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the above matters have been submitted to and approved by the Architectural Review Committee. Plans and specifications for the initial construction of residences with at least 1,400 square feet (main floor and above) finished living space, brick-covered front-division foundations, and roof styles other than flat or mansard are not subject to Architectural Review Committee approval under this paragraph.

J. None of said lots shall be re-subdivided into two or more smaller lots unless each dwelling the resulting from lot-splitting covenants at least as much area as the smallest lot in Stonybrook South Addition.

K. A set of plans and specifications must be submitted and approved by the Architectural Committee and kept on file for each dwelling except for dwellings which meet the minimum provisions of paragraph (I) above.

L. The Architecture Committee or Architectural Review Committee as referred to above shall be such committee designated by Stonybrook South Homeowners Association, consisting of not less than two or more than five members.

The foregoing covenants may be amended or extended for additional periods by an instrument signed by the owners of not less than seventy-five (75%) of the Lots then covered by these covenants.

The foregoing covenants shall not be recorded and shall not become effective unless and until signed and acknowledged by Owners of no less than 251 lots in Stonybrook South Addition. Thereafter, additional owners may subject their lots to the mutual benefits and restrictions of these covenants by signing and acknowledging a written instrument indicating such intent and agreement, and upon recording thereof, it shall have the same force and effect as if they had signed and acknowledged these Restrictive Covenants.

Date: 5/26/97
Opertal (Print)
Opertal (Signature)
Witness: [Signature]
Notary Public: [Signature]

STATE OF NEBRASKA)
COUNTY OF SARPY) ss:

The above Restrictive Covenants were acknowledged by the above stated signatories on the above dates:



[Signature]
Notary Public

FILED SARPY CO. NE.
INSTRUMENT NUMBER
97-015090

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Lloyd J. Dowding
REGISTER OF DEEDS

97-15090
Counter: JRD
Verify: JRD
D.E.: JRD
Proof: JRD
Fee: 10.50
Ck
Cash
Charge

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THIS PAGE ADDED FOR  
RECORDING  
INFORMATION.

LLOYD J. DOWDING  
SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE #1109  
PAPILLION, NEBRASKA 68046-2895

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RESTRICTIVE COVENANTS

The undersigned hereby declares 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 ten (10) years from the date hereof:

Lots 4 through 337 in STONYBROOK SOUTH being a part of the Northwest  $\frac{1}{4}$  of Section 13, Township 14 North Range 11 East of the 6th P.M., Sarpy County, Nebraska.

If the present or future owners of any of said lots 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 to prevent him or them from so doing, or to recover damages for such violation.

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. All lots shall be used only for single-family residence purposes or for park, library, or school purposes. The construction of model homes and the use of same by the developers during the development of Stonybrook South shall not be deemed violative of this or any other provision of these covenants.
- B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. All lots shall be kept free of trash and debris.
- C. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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. No animals, horses, or other livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats, or other household pets are permitted, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they are kept confined to the lot of the owner and are not permitted to run loose in the Addition. Dwellings constructed in another addition or location shall not be moved to any lot within this Addition. No outside radio, television, or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee. No posters or advertising signs of any kind (except residential "For Sale" signs, not exceeding 2 foot by 2 foot in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned or its agents, in the development of the subdivision.
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- E. No building materials shall be placed on any lot until construction is started on the main residential structure.
- F. No alterations to a dwelling or structures may be erected without approval from the Architectural Committee.
- G. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owner's expense upon the request or act of any land-owner in the subdivision. All

FILED FOR RECORD. P. 31. 79 IN BOOK 512 OF *Missouri* 89 50  
594 *Carl & H. H. Hales*  
REGISTER OF DEEDS SARPY COUNTY, NEB

Automobiles must be parked either indoors or on hard surfaced slabs or drives, if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers, or trailers, must be parked or stored indoors so as not to be visible from the outside. The dedicated street right-of-way located between the pavement and the lot line of each residential zoned lot, shall not be used for the parking of any private or commercial vehicles or boats, campers, or trailers, or recreational vehicles. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling.

H. No garbage or trash can or accumulations of trash shall be permitted outside dwellings except as screened from view.

I. All plans and specifications for residential construction shall be submitted to the Architectural Review Committee for approval as to front, side, and rear yard setbacks; exterior design; use of exterior materials; placement of house on lot; drainage; and required minimum enclosed and finished living space. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the above matters have been submitted to and approved by the Architectural Review Committee.

J. None of said lots shall be re-subdivided into two or more smaller lots unless the parcels resulting from lot-splitting contain at least as much area as the smallest of the lots used in assembling the resultant dwelling site.

K. A set of plans and specifications must be submitted and approved by the Architectural Committee and kept on file for each dwelling.

L. The Architecture Committee or Architectural Review Committee as referred to above shall be such committee designated by Freeman Co., Inc., consisting of not less than two or more than five members.

DATED this 1<sup>ST</sup> day of August, 1979.

FAIRNELL, a Partnership

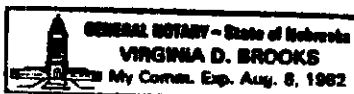
By *R. Joe Dennis*  
R. JOE DENNIS, President of  
FAIRWAY, INC., General Partner

STATE OF NEBRASKA )  
                          ) SS:  
COUNTY OF SARPY )

On the day and year last above written, before me, the undersigned Notary Public in and for said County, personally came R. JOE DENNIS, President of Fairway, Inc., a General Partner in Fairnell, a Partnership, and acknowledged the execution hereof to be the voluntary act and deed of Fairway, Inc., as General Partner in Fairnell, a partnership, and the voluntary act and deed of said partnership.

My Commission Expires: Aug 8, 1982

*Virginia D. Brooks*  
Notary Public



RESTRICTIVE COVENANTS

The undersigned hereby declares 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 ten (10) years from the date hereof:

Lots 4 through 337 in STONYBROOK SOUTH being a part of the Northwest 1/4 of Section 13, Township 14 North Range 11 East of the 6th P.M., Sarpy County, Nebraska.

If the present or future owners of any of said lots 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 to prevent him or them from so doing, or to recover damages for such violation.

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. All lots shall be used only for single-family residence purposes or for park, library, or school purposes. The construction of model homes and the use of same by the developers during the development of Stonybrook South shall not be deemed violative of this or any other provision of these covenants.
- B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. All lots shall be kept free of trash and debris.
- C. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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. No animals, horses, or other livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats, or other household pets are permitted, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they are kept confined to the lot of the owner and are not permitted to run loose in the Addition. Dwellings constructed in another addition or location shall not be moved to any lot within this Addition. No outside radio, television, or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee. No posters or advertising signs of any kind (except residential "For Sale" signs, not exceeding 2 foot by 2 foot in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned or its agents, in the development of the subdivision.
- D. No fences or screen walls shall be erected unless written approval therefor is obtained from the undersigned.
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- G. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owner's expense upon the request or act of any land-owner in the subdivision. All

RECORD NO. 544  
 F. 31-29-107  
 M. 10-10-50  
 REG. OF DEEDS SARPY COUNTY, NEB.  
 Carl J. H. H. H.

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Automobiles must be parked either indoors or on hard surfaced slabs or drives, if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers, or trailers, must be parked or stored indoors so as not to be visible from the outside. The dedicated street right-of-way located between the pavement and the lot line of each residential zoned lot, shall not be used for the parking of any private or commercial vehicles or boats, campers, or trailers or recreational vehicles. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling.

II. No garbage or trash can or accumulations of trash shall be permitted outside dwellings except as screened from view.

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J. None of said lots shall be re-subdivided into two or more smaller lots unless the parcels resulting from lot-splitting contain at least as much area as the smallest of the lots used in assembling the resultant dwelling site.

K. A set of plans and specifications must be submitted and approved by the Architectural Committee and kept on file for each dwelling.

L. The Architecture Committee or Architectural Review Committee as referred to above shall be such committee designated in Freeman Co., Inc., consisting of not less than two or more than five members.

DATED this 1<sup>ST</sup> day of August, 1980.

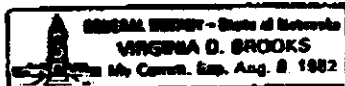
FAIRMILL, a Partnership

By [Signature]  
R. JOE DENNIS, President of  
FAIRWAY, INC., General Partner

STATE OF NEBRASKA )  
                          ) SS:  
COUNTY OF SARPY   )

On the day and year last above written to-wit, the undersigned Notary Public in and for said County, personally saw and signed DENNIS, President of Fairway, Inc., a General Partner in Fairmill, a Partnership, and acknowledged the execution thereof to be the voluntary act and deed of Fairway, Inc., a General Partner in Fairmill, a Partnership, and the voluntary act and deed of said partnership.

My Commission Expires: Aug 11 1982 [Signature]  
Notary Public



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89-15641

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RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants shall become operative on August 1, 1988, and 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 for thirty (30) years from the date thereof, unless extended as hereinafter provided:

456-59

All Lots in STONYBROOK SOUTH, An Addition in Sarpy County, Nebraska, as surveyed, platted and recorded, which are listed on Exhibit "A", attached hereto and incorporated by reference.

If the present or future owners of any of said lots 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 to prevent him or them from so doing, or to recover damages for such violation.

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*R. J. D. [Signature]*

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LOTS IN STATE SOUTH ADDITION  
COVERED BY ASSISTANT ATTORNEYS OPERATIVE

Lots: 5-10 inclusive, 12-15 inclusive, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 33, 36,  
39-62 inclusive, 65, 66, 67, 68, 71-76 inclusive, 78, 80, 81, 82, 83, 92, 93, 95,  
97-103 inclusive, 105-115 inclusive, 118-136 inclusive, 139, 140, 141, 142,  
144-155 inclusive, 157, 159-167 inclusive, 169, 171, 173, 174, 176, 177, 178, 179,  
183, 184, 185, 186, 188-195 inclusive, 197, 198, 199-200, 201, 203, 204, 205, 206,  
208-213 inclusive, 215, 216, 217, 218, 220-230 inclusive, 232, 234, 235, 236, 237,  
238, 239, 241-265 inclusive, 267, 269-281 inclusive, 283, 285-309 inclusive,  
311, 312, 313, 314, 317, 319, 320, 321, 322, 323, 325-333 inclusive, 335, 336.

EXHIBIT "A"

(10)

RESTRICTIVE COVENANTS

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- E. No building materials shall be placed on any lot until construction is started on the main residential structure.
- F. No alterations to a dwelling or structures may be erected without approval from the Architectural Committee.
- G. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owner's expense upon the request or act of any land-owner in the subdivision. All

FILED FOR RECORD. 8-31-79 IN BOOK 522 OF *Map 1000*  
PAGE 574 *Carl S. Hildebrand*  
REGISTER OF DEEDS, SARPY COUNTY, NEB.



RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants shall become operative on August 1, 1989, and 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 for thirty (30) years from the date thereof, unless extended as hereinafter provided:

BOOK \_\_\_\_\_  
PAGE \_\_\_\_\_  
DATE \_\_\_\_\_  
BY \_\_\_\_\_  
45650

All Lots in STONYBROOK SOUTH, an Addition in Sarpy County, Nebraska, as surveyed, platted and recorded, which are listed on Exhibit "A", attached hereto and incorporated by reference.

If the present or future owners of any of said lots 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 to prevent him or them from so doing, or to recover damages for such violation.

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. All lots shall be used only for single-family residence purposes or for park, library, or school purposes. The construction of model homes and the use of same by the developers during the development of Stonybrook South shall not be deemed violative of this or any other provision of these covenants.
- B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. All lots shall be kept free of trash and debris.
- C. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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. No animals, horses, or other livestock or poultry of any kind shall be raised or kept on said real estate, except that dogs, cats, or other household pets are permitted, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they are kept confined to the lot of the owner and are not permitted to run loose in the Addition. Dwellings constructed in another addition or location shall not be moved to any lot within this Addition. No outside radio, television, or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee. No posters or advertising signs of any kind (except residential "For Sale" signs, not exceeding 2 foot by 2 foot in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the developers or their agents, in the development of the subdivision.
- D. No fences or screen walls shall be erected unless written approval therefor is obtained from the Architectural Committee.
- E. No building materials shall be placed on any lot until construction is started on the main residential structure.
- F. No alterations to a dwelling or structures may be erected without approval from the Architectural Committee.
- G. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owner's expense upon the request or act of any land-owner in the subdivision. All

FILED FOR RECORD 11-3-89 BY 327/AM 89-15641

RECORDS OF SARP COUNTY, NE

*Don J. D...*

*0 2/3*





EXHIBIT "A"

LOTS IN STONEBROOK SOUTH ADDITION  
COVERED BY RESTRICTIVE COVENANTS OPERATIVE  
AUGUST 1, 1939

Lots 5-10 inclusive, 12-18 inclusive, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 33, 36,  
39-62 inclusive, 65, 66, 67, 69, 71-76 inclusive, 78, 80, 81, 82, 83, 92, 93, 95,  
97-103 inclusive, 105-115 inclusive, 118-136 inclusive, 139, 140, 141, 142,  
144-155 inclusive, 157, 159-167 inclusive, 169, 171, 173, 174, 176, 177, 178, 179,  
183, 184, 185, 186, 188-195 inclusive, 197, 198, 199, 200, 201, 203, 204, 205, 206,  
208-213 inclusive, 215, 216, 217, 218, 220-230 inclusive, 232, 234, 235, 236, 237,  
238, 239, 241-265 inclusive, 267, 269-281 inclusive, 283, 285-309 inclusive,  
311, 312, 313, 314, 317, 319, 320, 321, 322, 323, 325-333 inclusive, 335, 336.

STONY BROOK SOUTH

Plat and Dedication

Filed 8/3/78, in Book 7 at Page 54, Instrument No. \_\_\_\_\_

- X Grants a perpetual easement in favor of
- X Omaha Public Power District,
- U.S. West Communications
- X 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 \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

\_\_\_\_\_  
\_\_\_\_\_

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Declaration of Covenants, Conditions, Restrictions and Easements,

- X Restrictive Covenants
- Protective Covenants
- or

Filed 9-31-79, in Book 52 at Page 594, 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 \_\_\_\_\_ 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

\_\_\_\_\_

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Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_

Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

R/C 89-15641 filed 11-8-89

Architectural Control

\_\_\_\_\_

\_\_\_\_\_

Stony Brook

South

Plat and Dedication, Filed 8-31-78, in Book 7 at Page 54, 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 \_\_\_\_\_ foot wide strip of land abutting  
all cul-de-sac streets.

Any additional info.

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

Dated 8-1-79 Filed 8-31-79, in Book 52 at Page 594, 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 install. 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 Control

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Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to 52-594  
Dated 9-27-88 Filed 11-8-89, in Book 89 at Page 15641, Instrument No. \_\_\_\_\_

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STONY BROOK SOUTH

Plat and Dedication

Filed 8/3/78, in Book 7 at Page 54, Instrument No. \_\_\_\_\_

- X Grants a perpetual easement in favor of
- X Omaha Public Power District, U.S. West Communications
- X 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 \_\_\_\_\_ foot wide strip of land abutting all cul-de-sac streets.

Any additional info,

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Declaration of Covenants, Conditions, Restrictions and Easements,

- X Restrictive Covenants
- Protective Covenants
- or

Filed 8-31-79, in Book 52 at Page 544, 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 \_\_\_\_\_ 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

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Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to 52-594  
Dated 9-27-88 Filed 11-8-89, Book 89 at Page 5641, Instrument No. \_\_\_\_\_

STONY BROOK SOUTH

Plat and Dedication

Filed 8/31/78, in Book 7 at Page 54, Instrument No. \_\_\_\_\_

- X Grants a perpetual easement in favor of
- X Omaha Public Power District,
- U.S. West Communications
- X 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 \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

\_\_\_\_\_  
\_\_\_\_\_

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

Filed \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, 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 \_\_\_\_\_ 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;  
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Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

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