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:



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.

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

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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 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 and not exposed to view from the outside of the dwelling.

- 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 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>	Owner(s) (Print)	Signatures	Lot No.
9-27-88	Michael D Odorisio	Michael Dodorius	193
	7901 50 190 AVE		
<u>9-27-88</u>	Margaret M. Odorisio	Margaret M. Odousis	
		<u> </u>	
STATE OF	NEBRASKA)		

SS: COUNTY OF SARPY

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

RICHARD P. DRIGHT

EXHIBIT "A"

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

Lots <u>5-10 inclusive</u>, 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.

SESTRICITYE 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:

All Loss in STONYBROOK SOUTH, an Addition in Sarpy County, Nebreska, as surveyed, planted and recorded, which are listed on Eathbit "A", attached hereto and incorporated by reference.

prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such coverance and either to prevent him or them from so doing, or to recover covernants, it shall be lawful for any other person or persons owning any part of said real estate to damages for such violation. If the present or future owners of any of said lots shall violate or attempt to violate any of these

47-15090A

Invalidation of any of these coverants 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 Stopybrook South shall not be deemed violative of this or any other provision of these coverants.
- B. No motious or offensive made or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance, or misance to neighborhood. All lots shall be kept free of trash and debris.
- 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 tept on said real estate, except that dogs, cast, or other household peets are permitted, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they are kept confined to the for of the owner and are not permitted in tent loose in the Addition. Dwellings constructed in another addition or location shall not be moved to any lot within this Addition. No outside radio, belovision, or other electronic sateman or aerial shall be srected 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 restream as a contract of the subdivision or their agents, in the development of the subdivision ü No trailer, basement, next, shack, garage, barn, or other outbuilding erected The above restriction as to signs does not apply to signs streeted by the developers
- ø No fences or screen walls shall be crected unless written approval therefor is obtained from the Architectural Committee.
- ķπ No building materials shall be placed on any lot until construction is started on the main residential structure
- F. No alterations to a dwelling from the Architectural Committee No alterations to a dwelling or structures may be exected without approval
- 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 cise said cars may be towed away at the owner's expense upon the request or act of any hund-owner in the subdivision. All automobiles must be parked either indoors or on

lot line of each residential zoned lot, shall not be used for the parting of any private or commer-cial vehicles or boats, campers, or trailers, or recreational vehicles. No incinerator or trash 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 exposed to view from the outside of the dwelling burner shall be permitted on any lot unless the same is incorporated into the dwelling and not

- F outside dwellings except as screened from view. No garbage or trash can or accumulations of trash shall be permitted
- construction of residences with at least 1,400 square feet (main floor and above) finished living space, brick-covered front-clovation foundations, and roof styles other than flat or manuard are not subject to Architectural Review Committee approval under this paragraph. Architectural Review Committee for approval as to front, side, and rear yard sectacits; enterior design; use of enterior materials; placement of bouse on lot; drainage; and required minimum enchosed and finished living space. In no event will any construction begin or any structure be approved by the Architectural Review Committee. Plans and specifications for the initial erected or permitted to remain on any fot until the above matters have been submitted to and All plans and specifications for residential construction shall be submitted to the
- I. None of said lots shall be re-subdivided into two or more smaller lots unless each dwelling the resulting from lot-splitting contains at least as much area as the smallest lot in Stomybrook South Addition.

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- K. A set of plans and specifications must be submitted and approved by the Architec. The transition 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 Storybrook 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 severny-five (75%) of the Lots then covered by these

ment, and upon recording thereof, it shall it acknowledged these Restrictive Covenants. The foregoing coverants shall not be recorded and shall not become effective unless and until signed and acknowledged by Owners of no less than 231 loss in Stonybrook South Addition.

Thereafter, additional owners may subject their lots to the mutual henefits and restrictions of these covenants by signing and acknowledging a written instrument indicating such intent and agree then thereof, it shall have the same force and effect as if they had signed and learning to Covenants. $7606 \text{ So. } 737^{-1}$

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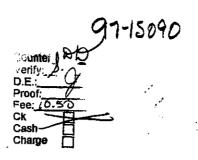
COUNTY OF SARPY) STATE OF NEBRASKA) 25

Sales avour The above Restrictive Coverants were acknowledged by the above stated

A GENERAL NOTARY State of Nebraska
ELLEN K. DAVIS
SHEETEN My Comm. Esp. March 19, 2000

FILED SARPY CO. NE. INSTRUMENT NUMBER 97-01-50-90
97-30L 18 PM 2: 04

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REGISTER OF DEEDS



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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 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; of Section 13, Township 14 North Range 11 East of the 6th P.M., Sarpy County, Nebras'a.

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, nomes 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.
- E. No building materials shall be placed on any lot until construction is started on the main residential structure.
- F. No alter ations to a dwelling or structures may be erected without approval from the Architectural Committee.

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 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 IST day of August, 1979.

FAIRNELL, a Partnership

R. JOB DENNIS, President of FAIRWAY, INC., General Partner

STATE OF NEBRASKA)

COUNTY OF SARPY

O

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: 4.1912

Notary Public Staaler

CENTRAL NOTARY - State of Hobrista VIRGINIA D. BROOKS My Corner. Exp. Aug. 8, 1982

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 h of Section 13, Township 14 North Range 11 East of the 6th P.M., Sarpy County, Mcbraska.

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 coverants.
- 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, girage, bern, or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, now 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 agrial shall be erected on any building lot without the written consent of the Architectural Committee. We 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 und resigned 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.
 - E. No building materials shall be placed on any lot until construction is started on the main residential structure.
 - F. No alter stions to a dwelling or stinetures may be erected without approval from the Architectural Committee.
 - G. Us dealling shall have garage space for less than two automobiles. Automobiles parked out-of-loans within the subdivision or upon its streets must be in operating condition or else said care may be towed away at the owner's expense upon the request or act of any land-owner in the saidivision. All

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Automobiles must be parked either indoors or on hard numfored slabs or drives, if parked out-of-doors. All sequit work on automobiles must be done indoors. All boots, company, or trailers, must be parked or stored indoors so us not to be visible from the outside. The dedicated street wight-of-way located between the pavement and the left line of each residential zoned lot, shall not be used for the parking of any private or commercial whicles or books, company, or trailers or recreational vehicles. No incinerator or track 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 accomplations of trash shall be permitted outside dwellings except as screened from riew.
- I. All plans and specifications for residential construction shall be submitted to the Architectural Review domest terfor approval as to front, side, and rear yard setbooks; 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 late used in assembling the resultant dwelling size.
- K. A set of plans and specifications must be submitted and approved by the Architectural Committee and hept on fitte for each dwelling.
- The Architecture Committee or Assert educal Device Committee or Assert educal Device Committee of as referred to above shall be such committee designates by Freeman Co., Inc., consisting of not lead than two or representation five members.

DATED this IST day of Hugust , 1979.

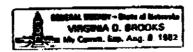
FAIRNELL, a Parengrahip

R. JOE DENNIS, President of FRIRVAY, INC., Coperal Proton &

COUNTY OF SARPY)

On the day and year last above written is force re, the and resigned Notary Public in and for sal; County, personally care is sel DENNIS, President of Fairway, Inc., a General Purities in Prince II, a Partnership, and acknowledged the execution become by the Prince II, a act and deed of Fairway, Inc., as General Public on Entimedia, a perfence ship, and the voluntary are and deed of said contraction.

My Commission Empires: 1/4 1/4/2 (motion Full)





RESTRICTIVE COVERNMENTS

The undersigned hereby declare the following covenants shall become operative on August 1:01000 and it 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:

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.

attached hereto and intellegated and intellegated in the present or future owners of any of said lots shall violate or attached 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 cutbuilding 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. We 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, hred, 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 cutside 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

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automobiles must be parked strike indoors or on hard surfaced state or drives, if mindoors. All repair work on state or drives, if mindoors. All boats, campers, or state indoors so as not be be a state of the first of stored indoors so as not be be a state of the first of the dedicated street right-of-way the first of the lot line of each resident in the be used for the parking of any private of themselves. No incinerator or trash burner shall married the state of the same is incorporated into the delicate and the outside of the

- E. By pathage or trash can or accumulations of trash shall be pathitted outside dwellings except as screened from view.
- I. All plans and specifications for residential construction shall be submitted to the Architectural Review Committee for specification side, and rear yard setbacks; exterior construction in the first of exterior materials; placement of house on lot; design; and required minimum enclosed and finished living design; and required minimum enclosed and finished living specification or any structure be becaused or permitted to remain on any lot until the above be been submitted to and approved by the Architectural minimum consister. Plans and specifications for the initial paragraph and above; finished living space, brick-covered front-alevation formulations, and roof styles other than flat or managed are not subject to Architectural Review Committee and above 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.
- R. 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 indicating such intent and effect as if they had signed and acknowledged these Restrictive Covenants.

Date 9-27-88	Owner(s) (Print) Michael D Odorisio 7401 So: 140 Ave.	Murland Dodanie -	193
9-27-81	Margaret M. Odorisia	Marguet M. Odnisis	

STATE OF NEBRASKA)
) SS:
COUNTY OF SARFY)

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

A ptary Public

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LOTS IN SECURIOR DESIGNATIVE COVERED BY RESTREE LANGUAGE OPERATIVE

Ebrs' 5.10 iminates 12-15 iminates 12.25 27,28,29,30,31,33,36,

39-62 iminates 5.46,66,67,72 iminates 12.35 iminates, 139,140,141,142,

97-63 iminates 157, 159-167 iminates, 169,171,173,174,176,177,176,179,

183,184,185,186, 188-195 imclusive, 197,198,199,200,201,203,204,205,206,

208-213 implicates, 215,216,217,218, 220-230 implicates, 232,234,235,236,237,

238,239, 241-265 implicates, 267, 269-281 implicates, 283, 285-389 implicates,

311,312,313,314,317,319,320,321,322,323, 325-333 implicates, 335,336.

EXHIBIT "A"

(10)

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 % 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 coverants.
- 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, now 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 pats 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 und resigned 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.
 - E. No building materials shall be placed on any lot until construction is started on the main residential structure.
 - P. No alter stions to a dwelling or structures may be crected 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 reguest or act of any land-owner in the subdivision. All

PAISO FOR HECOMO F. 31. 79 AN IN TOOM S. C. OF MELLES FREGISTER OF OILES. SAHPY COURTY 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 incincrator 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 Cormettee 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 IST day of Hugus., 1979.

FAIRNELL, a Partnership

R. JOE DENNIS, President of PAIRWAY, INC., Ceneral Portner

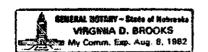
CTATE OF NEBRASKA)

COUNTY OF SARPY

COUNTY OF SARPY

On the day and year last above written, before me, the undersigned Notary Public in and for said County, personally care is a01 DENNIS, President of Fairway, Inc., a General Partner in Pairwell, a Partnership, and acknowledged the execution bereaf to be the voluntary act and deed of Fairway, Inc., as General Partner in Pairwell, a partnership, and the voluntary are and deed of said partnership.

My Commission Expires: Ang 1 1912 Notary Public Lagrance



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:



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.

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 Ston brook 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 screan 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

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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, half, be parked or stored indoors so as not be be visible from the outside. The dedicated street right-of-way located between the parkenent and the lot line of each residential toned 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 exected 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.

Date Owner(s) (Print) Q-17 88 Michael N Odarisia	Signatures Merkel Dodnini.	Lot No.
9-27-88 Michael D Odorisio 7401 So. 140 Ave 9-27-88 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.

NOWARD P. COMPANY Public

LOTS IN STOWNSON, SOUTH ADDITION COVERED BY RESTRUCTIVE COVERANTS OPERATIVE AUGUST 1. 1000

Lots <u>5-10 inclusive, 12-18 inclusive, 21,22,23,54,25,27,28,29,30,31,33,36,</u>
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, 169,171,173,174,176,177,176,179,
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, 285-369 inclusive,
311,312,313,314,317,319,320,321,322,323, 325-333 inclusive, 335,336.

STONYBROOK SOUTH

Plat and Dedication Filed 93/76, in Boo	ok 7 at Page 54 Instrument No.	
(Grants a perpetual casemen	nt in favor of	
Omaha Public Power Distri U.S. West Communications	ict,	
Northwestern Bell Telephor	ne Company	
and any cable company gra and /or	anted a cable television franchise system,	
for utility, installation and r		
on, over, through, under an	id across	
or		
a 5 foot wide strip	p of land abutting the front and the side boundary lines of all lots;	
an 👂 foot wide str	rip 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.	
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U.S. West Communications	
Northwestern Bell Telephone Company	
and any cable company granted a cable television franchise system,	
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for utility, installation and maintenance	
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Protective Covenants	
or	
Dated 8-1-79 Filed 8.31.79, in Book 52 at Page 594	
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Easement Right of Way 1st, 2nd 3rd or Amendment to 5 Dated 9-27-88 Filed //-8-89, in Book 89 at Page /564/	, Instrument No.
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STONYBROOK SOUTH

Plat and Dedication Piled 6/31/76, in Book 7 at Page 54, Instrument No
Grants a perpetual casement 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
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Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
Protective Covenants
or
Filed 8-31-49, in Book 50 at Page 544, Instrument No.
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U.S. West Communications
Northwestern Bell Telephone Company
and any cable company granted a cable television franchise system,
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STONYBROOK SOUTH

Plat and Dedication Piled 83(78, in Book 7 at Page 54, Instrument No.
Grants a perpetual casement 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 R foot wide strip of land abutting the rear boundary line of all interior lots;
and a //o foot wide strip of land abutting the rear boundary line of all exterior lots.
Does it include the following?? Yes of NoXCircle 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
installation and maintenance on, through, under and across a loot wide strip of faild
abutting all cul-de-sac streets. Any additional info,
Any additional into,
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Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
Protective Covenants
or
Piled, 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 any caole company granted a caole television manorise system,
and to
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 prants an easement to Metropolitan Utilities District for utility,
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 77 Possible Telephone Connection Charge Yes or No (Circle One)
Any additional info.

Pasement Right of Way 1 ^{rt} , 2 nd 3 rd or Amendment to
Dated Filed, Book at Page, Instrument No