

DECLARATION
OF SUPPLEMENTARY RESTRICTIONS AND COVENANTS,
EASEMENTS, AND GENERAL PROVISIONS OF PINETREE, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA

THIS DECLARATION, made on the date hereinafter set forth, is made by PINETREE DEVELOPMENT COMPANY, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

Lots 1 through 32, inclusive, in Pinetree, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lots are herein referred to collectively as the "Lots" and individually as each "Lot".

The Declarant desires to provide for the preservation of the values and amenities of such lots and for maintenance of the character and residential integrity of the community.

NOW, THEREFORE, the Declarant hereby declares that each and all of the Lots shall be held, sold and conveyed subject to the following Restrictions and Covenants, Easements, and General Provisions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. These Restrictions and Covenants, Easements, and General Provisions shall run with such real estate and shall be binding upon all parties having or acquiring any right, title or interest in each Lot, or any part thereof. The Lots, and each Lot, shall be subject to all and each of the following Restrictions and Covenants, Easements and General Provisions:

ARTICLE I.

RESTRICTIONS AND COVENANTS

1. For a period of fifteen years after the filing of this Declaration, no residence, building, fence, wall, driveway, patio, chimney, patio enclosure, dog house, tree house, flag pole, skylight, solar heating or cooling device, tool shed, wind mill or other external improvement, above or below the ground (herein all referred to as any "Improvement") shall be constructed, erected, altered, placed or permitted to remain on any Lot or other Improvement, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

(i) An owner desiring to erect an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Declarant (herein collectively referred to as the "plans"). Such plans shall include a description type, quality, color and materials proposed for the exterior of such Improvement. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

(ii) Declarant shall review such plans in relation to the type and exterior of improvements constructed, or approved for construction, on neighboring Lots and in the surrounding area, and any general scheme or plans formulated by Declarant. Declarant intends that the Lots shall be developed as a residential community with homes constructed of high quality materials. The decision to approve or refuse approval of a proposed Improvement shall be exercised by the Declarant to protect and enhance the values, character

and residential quality of all Lots. If Declarant determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots and neighboring Lots as a quality residential community, Declarant may refuse approval of the proposed Improvement.

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

(iv) No Lot owner, or combination of Lot owners, or other person or persons shall have any right to any action by Declarant, or to control, direct or influence the acts of the Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to Declarant in this Section, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.

2. Each Lot shall be used exclusively for single-family residential purposes. No single-family residence shall be constructed, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling which does not exceed two and one-half stories in height.

3. The foundations of each Improvement shall be constructed of concrete, concrete blocks, brick or stone. The exposed foundation wall of each residential structure shall be constructed of, or faced with brick, stone, stucco or other material approved in writing by Declarant. All driveways must be constructed of concrete, brick, paving stone, asphalt or laid stone.

4. Exposed surfaces of fireplace chimneys shall be covered with brick, stone or other material approved in writing by Declarant. Gutters, downspouts, chimney flues, roof valleys, roof louvers and any other exposed metal shall be painted.

5. Roofs of all Improvements shall be covered with wood or other materials approved in writing by Declarant.

6. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot (except one sign per Lot consisting of not more than six (6) square feet advertising a lot as "For Sale"), nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or resident of any Lot. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

7. No exterior television or radio antenna of any sort shall be installed or permitted on any Lot or Improvement.

8. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

9. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semitractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. All residential Lots shall provide at least the minimum number of off street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Omaha, Nebraska. Provided, however, this section 8 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

10. No incinerator or trash burner shall be permitted on any Lot. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubble or cutting shall be deposited on any street, road or Lot. No clothes line shall be permitted outside of any dwelling at any time except one umbrella-type clothes line per Lot.

11. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

12. No fence shall be permitted to extend beyond the front line of a main residential structure unless written approval is first obtained from Declarant. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. All produce or vegetable gardens shall be maintained.

13. Construction of any Improvement shall be completed within one (1) year from the date the construction is commenced for such Improvement. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour of any Lot.

14. Within 120 days after initial occupancy of any residence, the Owner shall install sod upon the entire front, sideyard, and front forty (40) feet of the rear yard of the Lot.

15. A public sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each built upon Lot and upon the street side of each built upon corner Lot. The sidewalk shall be placed eight (8) feet back of the street curb line and shall be constructed by the owner of the Lot prior to the time of completion of the residence and prior to occupancy thereof; provided, however, this provision shall vary to comply with any requirements of the City of Omaha.

16. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete.

17. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot, except that a dog house constructed for one (1) dog shall be permitted; provided always that the construction plans, specifications and the location of the proposed structure have been first approved by Declarant, or its assigns, if required by this Declaration. Dog runs and dog houses shall only be allowed at the rear of the building, concealed from public view.

18. Any exterior air conditioning condensor unit shall be placed in the rear yard or any side yards so as not to be visible from public view. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue.

19. No dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twelve (12) inches.

20. No Residence shall be constructed on a Lot unless the entire Lot, as originally platted, is owned by one owner of such Lot, except if parts of two or more platted Lots have been combined into one Lot which is at least as wide as the narrowest Lot on the original plat, and is as large in area as the largest Lot in the original plat.

21. No structure of a temporary character, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Lot at any time, either temporarily or permanently. No structure or dwelling shall be moved from outside Pinetree to any Lot unless the written approval of Declarant is first obtained.

ARTICLE II.

EASEMENTS

1. A perpetual easement is hereby granted to the Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a five foot (5') wide strip of land abutting all front and side boundary lot lines; an eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen foot (16') wide Easement will be reduced to an eight foot (8') strip when the adjacent land is surveyed, platted and recorded. No permanent buildings or retaining walls shall be placed in the said Easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

2. All utility service lines from each Lot line to a dwelling or other Improvement shall be underground.

ARTICLE III.

GENERAL PROVISIONS

1. Except for the authority and powers specifically granted to the Declarant, the Declarant or any owner of a Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions of this Declaration either to prevent or restrain any violation or to recover damages. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. The Restrictions and Covenants, Easements and General Provisions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded. This Declaration may be amended by PINETREE DEVELOPMENT COMPANY, or any person, firm, corporation, partnership, or entity designated in writing by PINETREE DEVELOPMENT COMPANY, in any manner which it may determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration.

3. PINETREE DEVELOPMENT COMPANY, or its successor or assign, may terminate its status as Declarant under this Declaration, at any time, by filing a Notice of Termination of Status as Declarant. Upon such filing, the owners of two-thirds of the Lots may appoint an entity, association or individual to serve as Declarant for purposes of this Declaration, and such entity, association or individual shall serve with the same authority and powers as the original Declarant.

4. Invalidation of any restriction or covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 11th day of June, 1980.

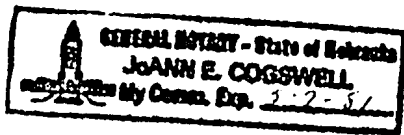
PINETREE DEVELOPMENT COMPANY,
Declarant,

By

Robert L. Merriam
vice President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of June, 1980, by Robert L. Merriam, President of PINETREE DEVELOPMENT COMPANY, a Nebraska corporation, on behalf of the Corporation.



JoAnn E. Cogswell
Notary Public

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C. HAROLD DUTT
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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