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NOTICE AND DECLARATION OF ADDITIONAL COVENANT OF
STONEHENGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKAGEORGE J. DUBLEWICZ
REGISTERED CLERK
DOUGLAS COUNTY, NEBRASKA

This notice and declaration, made on the date hereinafter set forth, is made by Celebrity Homes, Inc., hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

WHEREAS, Declarant Celebrity Homes, Inc. is the owner of the following lots to-wit:

Lots 1-148, inclusive, all in Stonehenge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Declarant will convey its lots subject to the additional covenant and possible charge set forth in Article I.

NOW, THEREFORE, Declarant hereby declares that all lots owned by Declarant as described herein shall be held, sold, and conveyed subject to this additional covenant and/or contingent charge. This additional covenant and contingent charge shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above-described lots, or any part thereof.

DEFINITIONS

A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot in Southridge subdivision, including contract sellers, and excluding those having such an interest merely as security for the performance of an obligation.

B. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of Stonehenge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, except Lot 149.

C. "Declarant" shall mean and refer to Celebrity Homes, Inc., a Nebraska corporation, its successors and assigns.

91-3-39
BK 793 N MF C/O FEE 89.00
PG 16-18 N DEL ✓ MC
OF Mass COMP F/B 10-2-85

20300 MIC

ARTICLE I

NOTICE OF POTENTIAL TELEPHONE FACILITIES CHARGE

In the event that ninety (90%) percent of all lots within Stonehenge subdivision are not improved within five years from the date that Northwestern Bell Telephone Company shall have completed the installation of its distribution system within said subdivision and filed notice of such completion, then every lot that is unimproved at the end of the five-year term shall be subject to a charge of Four Hundred Fifty and no/100 (\$450.00) Dollars by Northwestern Bell Telephone Company or its successors. A lot shall be considered as unimproved if construction of a permanent structure has not commenced on that lot. Construction shall be considered as having commenced if a footing inspection has been made on the lot in question by officials of the city or other appropriate governmental authority.

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All 148 lots in Stonehenge subject to this agreement shall be considered in determining whether ninety (90%) percent of the lots within Stonehenge have been improved within the five-year term. Only the 148 lots in Stonehenge subdivision as mentioned herein shall be considered in determining the date Northwestern Bell Telephone Company shall have completed the installation of its distribution system for the Stonehenge subdivision.

Such charge shall be due and owing immediately upon the expiration of the five-year term, and if such charge is not paid within sixty (60) days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve (12%) percent per annum, or the maximum rate allowed by law if said maximum rate is less than twelve (12%) percent per annum at that time.

In witness whereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this day of , 1986.

DECLARANT:

CELEBRITY HOMES, INC.

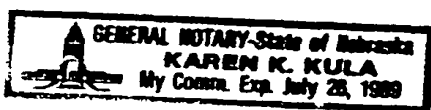
BY: *Gale Larsen*

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, this _____ day of _____, 1986 by Gale Larsen, President of Celebrity Homes, Inc., a Nebraska Corporation.



Karen K. Kula
Notary Public