

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:

INDEXED _____
PAGED _____
GRANTEE _____
GRANTOR _____
FILMED _____
CHECKED _____
FEE \$ 456.50

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 INSTRUMENT 89-15641 REGISTER OF DEEDS, SARPY COUNTY, NE

Paul J. Dand...

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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.

- 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.

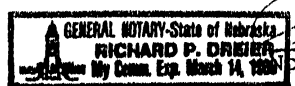
The foregoing covenants may be amended or extended for additional periods by an instrument signed by the owners of not less than seventy-five (75%) of the Lots then covered by these covenants.

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 | <u>Michael D Odorisio</u> <u>7401 So. 140 Ave</u> | <u>Michael D Odorisio</u> | <u>193</u> |
| 9-27-88 | <u>Margaret M. Odorisio</u> | <u>Margaret M. Odorisio</u> | <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. Driess
Notary Public

EXHIBIT "A"

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

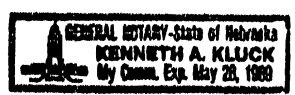
Lots 5-10 inclusive, 12-18 inclusive, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 33, 36,
39-62 inclusive, 65, 66, 67, 69, 71-76 inclusive, 78, 80, 81, 82, 83, 92, 93, 95,
97-103 inclusive, 105-115 inclusive, 118-136 inclusive, 139, 140, 141, 142,
144-155 inclusive, 157, 159-167 inclusive, 169, 171, 173, 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.

SIGNATURES OF OWNERS OF
STONYBROOK SOUTH LOTS COVERED BY
RESTRICTIVE COVENANTS EFFECTIVE
BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|----------|--------------------------------------------|----------------------------------------------------------|---------|
| 10-22-88 | EUGENE D. EXCEEN | <i>Eugene D. Exceen</i> | 110 |
| 10-22-88 | Elizabeth A. Exceen | <i>Elizabeth A. Exceen</i> | 110 |
| 10/22-88 | Wm. J. KATHOL JERENE KATHOL | <i>William J. Kathol</i> <i>Jerene D. Kathol</i> | 230 |
| 10-23-88 | HUGO GERBHOIZ Edith Gerbholz | <i>H. Gerbholz</i> <i>E. Gerbholz</i> | 215 |
| 11-2-88 | BERNARD VAN SANT BARBARA VAN SANT | <i>Bernard Van Sant</i> <i>Barbara Van Sant</i> | 157 |
| 11-2-88 | WILLIAM G NICKUM Linda L. Nickum | <i>William G. Nickum</i> <i>Linda L. Nickum</i> | 163 |
| 11-2-88 | Billy S. STEVENS Kathryn L. Stevens | <i>Billy S. Stevens</i> <i>Kathryn L. Stevens</i> | 160 |
| 11-6-88 | JOHN DMYTRIW JANIS K. DMYTRIW | <i>John Dmytriw</i> <i>Janis K. Dmytriw</i> | 107 |
| 11-6-88 | DENNIS LESLIE SUSAN LESLIE | <i>Dennis Leslie</i> <i>Susan Leslie</i> | 109 |
| 11/6/88 | CHRIS JENSEN MARY JENSEN | <i>Chris Jensen</i> <i>Mary Jensen</i> | 278 |
| 11/6/88 | Steve Demaray Yvonne Demaray | <i>Steve Demaray</i> <i>Yvonne Demaray</i> | 279 |
| 11/6/88 | Gary Aagesen Ray Aagesen | <i>Kim L. Aagesen</i> <i>Ray Aagesen</i> | 250 |
| 11/6/88 | RONALD HERMANSON Catherine C. HERMANSON | <i>Ronald Hermanson</i> <i>Catherine C. Hermanson</i> | 108 |
| 11/6/88 | MARK STEVENSON Robin Stevenson | <i>Mark Stevenson</i> <i>Robin Stevenson</i> | 273 |
| 11-6-88 | Teresa E. Haacke Richard F. Haacke | <i>Teresa E. Haacke</i> <i>Richard F. Haacke</i> | 264 |
| 11-6-88 | Aaron Ray Taylor JEANNE M. TATCHMAN | <i>Aaron Ray Taylor</i> <i>Jeanne M. Tatchman</i> | 263 |
| 11-6-88 | EILEEN KENNEY SCOTT T. KENNEY | <i>Eileen Kenney</i> <i>Scott T. Kenney</i> | 265 |
| 01-18-89 | SUSAN E. JOHNSON KEN JOHNSON | <i>Susan E. Johnson</i> <i>Ken Johnson</i> | 162 |
| 01-18-89 | Rene M. Hansen Robert D. Hansen | <i>Rene M. Hansen</i> <i>Robert D. Hansen</i> | 206 |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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

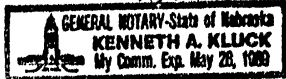


Kenneth A. Kluck
Notary Public

SIGNATURES OF OWNERS OF
 STONYBROOK SOUTH LOTS COVERED BY
 RESTRICTIVE COVENANTS EFFECTIVE
 BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|---------|---------------------------------------------|------------------------------------------|---------|
| 1/25/89 | CAROLYN J. BROESCH John C. Broesch | Carolyn J. Broesch John C. Broesch | 238 |
| 1/25/89 | James E. Downing ANNIE DOWNING | James E. Downing Annie Downing | 293 |
| 4-23-89 | Janet Dahlgren Richard Dahlgren | Janet Dahlgren Richard Dahlgren | 198 |
| 4-23-89 | Louis M. Andersen Anne E Andersen | Louis M. Andersen Anne E Andersen | 195 |
| 4-23-89 | MARK L WELLS DEBRA J. WELLS | Mark L Wells Debra J Wells | 330 |
| 4-23-89 | Linda Habben Darwin Habben | Linda Habben Darwin Habben | 190 |
| 4-23-89 | TOM COLLIGNON CAROL COLLIGNON | Tom Collignon Carol Collignon | 191 |
| 4/23/89 | MIKE TRESI Shari TRESI | Mike Tresi Shari Tresi | 327 |
| 4/23/89 | A. Arthur Misselheim MD Penny Misselheim | A. Arthur Misselheim Penny Misselheim | 328 |
| 4-23-89 | Brian PAUZLAFF Lissy PAUZLAFF | Brian Pauzlaff Lissy Pauzlaff | 326 |
| 4-23-89 | Bob Gregg Regina Gregg | Bob Gregg Regina Gregg | 331 |
| 4-23-89 | SUSAN BOSE Glynis Bose | Susan Bose Glynis Bose | 105 |
| 5-7-89 | Mark J Turner Leonna M. Turner | Mark J Turner Leonna M Turner | 192 |
| 5-7-89 | Kyle A. Anderson Karen K Anderson | Kyle A. Anderson Karen K. Anderson | 30 |
| 5-7-89 | MARY METAGART MARK METAGART | Mary Metagart Mark Metagart | 142 |
| 5-7-89 | Steve Hisle Julie Hisle | Steve Hisle Julie Hisle | 18 |
| 5-8-89 | THAMMIE J SEATAR THOMAS P SEATAR | Thammie J Seatar Thomas P Seatar | 112 |
| 5-8-89 | KELLY J. KORTH SUSAN K. KORTH | Kelly J. Korth Susan K. Korth | 223 |
| 5-9-89 | David Brunmeier Diane Brunmeier | Diane Brunmeier Diane Brunmeier | 203 |

STATE OF NEBRASKA)
) SS:
 COUNTY OF SARPY)



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

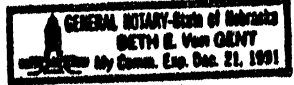
Kenneth A. Kluck
 Notary Public

SIGNATURES OF OWNERS OF
STONYBROOK SOUTH LOTS COVERED BY
RESTRICTIVE COVENANTS EFFECTIVE
BEGINNING AUGUST 1, 1989

| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-----------------------------------------|-------------------------------------|----------------|
| 10-9-88 | Arthur Willard Weber Janet Lee Weber | Arthur W. Weber Janet L. Weber | 149 |
| 10-10-88 | Gary Coltrane Donna Coltrane | Gary Coltrane Donna Coltrane | 148 |
| 10-10-88 | Terry J. Jaro Sandia J. Jaro | Terry J. Jaro Sandia J. Jaro | 153 |
| 10/10/88 | Cynthia L. Noehren Dennis W. Noehren | Cynthia Noehren Dennis Noehren | 150 |
| 10/10/88 | Harold E. Lee DIANA L. Lee | Harold E. Lee DIANA L. Lee | 76 |
| 10/11-88 | Dale A. Van Gent S.I.D. #111 Clerk | Dale A. Van Gent | 22 |
| 10/11-88 | Paul T. Friesen Marcia Friesen | Paul T. Friesen Marcia Friesen | 72 |
| 10-11-88 | Pat Fields GENERAL FIELDS JR | Pat Fields General R. Fields | 169 |
| 10-11-88 | Robert S. Drewes Karen M. Drewes | Robert S. Drewes Karen M. Drewes | 81 |
| 11/1/88 | Herbert D Beard Julia E. Beard | Herbert D Beard Julia E. Beard | 73 |
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STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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



Beth E. Van Gent
Notary Public

SIGNATURES OF OWNERS OF
 STONYBROOK SOUTH LOTS COVERED BY
 RESTRICTIVE COVENANTS EFFECTIVE
 BEGINNING AUGUST 1, 1989

| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-----------------------------------------------|------------------------------------------------------------------|----------------|
| 10-8-88 | THOMAS J. DEVEREUX JUDY A. DEVEREUX | <i>Thomas J. Devereux</i> <i>Judy A. Devereux</i> | 159 |
| 10-8-88 | Denise A. Jourdan Thomas J. Jourdan | <i>Denise A. Jourdan</i> <i>Thomas J. Jourdan</i> | 49 |
| 10/8/88 | MARK E. NASLUND MARY C. NASLUND | <i>Mark E. Naslund</i> <i>Mary C. Naslund</i> | 141 |
| 10/8/88 | Steven C. McNaughton Suzanne M. McNaughton | <i>Steven C. McNaughton</i> <i>Suzanne M. McNaughton</i> | 270 |
| 10/8/88 | Brad E. Barke Carol Barke | <i>Brad E. Barke</i> <i>Carol Barke</i> | 197 |
| 10/8/88 | John A. McVicker Shirley S. McVicker | <i>John A. McVicker</i> <i>Shirley S. McVicker</i> | 120 |
| 10/8/88 | JAMES W. CAREY KATHLEEN A. CAREY | <i>James W. Carey</i> <i>Kathleen A. Carey</i> | 336 |
| 10/8/88 | Kenneth A. Kluck Jacqueline L. Kluck | <i>Kenneth A. Kluck</i> <i>Jacqueline L. Kluck</i> | 151 |
| 10/8/88 | Rose A. Spencer Jack C. Spencer | <i>Rose A. Spencer</i> <i>Jack C. Spencer</i> | 235 |
| 10/8/88 | GEORGE A. BRIDGEWATER | <i>George A. Bridgewater</i> | 221 |
| 10/8/88 | Sharon L. Bridgewater | <i>Sharon L. Bridgewater</i> | 221 |
| 10/8/88 | TIM STREITWIESER Beverly A. Streitwieser | <i>Timothy J. Streitwieser</i> <i>Beverly A. Streitwieser</i> | 211 |
| 10/8/88 | Rita T. Killeen PATRIK F. KILLEEN | <i>Rita T. Killeen</i> <i>Patrick F. Killeen</i> | 145 |
| 10/8/88 | Jack Hoffman Sherry Hoffman | <i>Jack Hoffman</i> <i>Sherry Hoffman</i> | 135 |
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STATE OF NEBRASKA)
) SS:
 COUNTY OF SARPY)

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

GENERAL NOTARY-STATE OF NEBRASKA
 CAROL WERNERMAN
 My Comm. Exp. 9/1/92

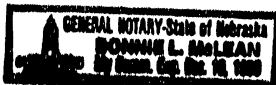
Carol Wernerman
 Notary Public

SIGNATURES OF OWNERS OF STONYBROOK SOUTH LOTS COVERED BY RESTRICTIVE COVENANTS EFFECTIVE BEGINNING AUGUST 1, 1989

Table with 4 columns: Date, Owner(s) (Print), Signatures, Lot No. Rows include owners like Kurt P. Moller, David W. Faucher, Stanley N. Wrenn, William M. Coulter, Karen S. Claude, Teresa K. Reese, Jay H. Gilliam, Craig L. Graevc, Kenneth L. Person, Jerry L. Peters, Henry Short, Henry J. Vargas, Kurt E. Wilhelm, Paul Pettesch, Donald W. Farley, and Ruth M. Barry.

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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



Handwritten signature of Ronnie L. McLean, Notary Public.

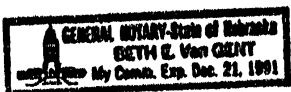
SIGNATURES OF OWNERS OF STONYBROOK SOUTH LOTS COVERED BY RESTRICTIVE COVENANTS EFFECTIVE BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|--------------------|--------------------------------------------------|-------------------------------------------------|--------------------------|
| 8-30-88 | Jeanne W Frano Andrew J Frano | Jeanne W Frano Andrew J Frano | 133 |
| 8-30-88 | RANDALL W. BAKER To Ann M. Baker | Randall W Baker Ann M Baker | 125 |
| 8-30-88 | Keith E. Van Bent Lyle A Van Bent | Keith E Van Bent Lyle A Van Bent | 95 Dup/locate |
| 8-30-88 | Doulette Lewis David E Lewis | Doulette Lewis David E Lewis | 204 |
| 8-30-88 | Scott K Levey Judienne S. Levey | Scott K Levey Judienne S Levey | 146 |
| 8/30/88 | Douglas J. Miller Randy G Miller | Douglas J Miller Randy G. Miller | 194 |
| 8/30/88 | Harold K. ... THREE | Harold K. ... THREE | 77 |
| 8/30/89 | SUSAN JOHNSON John Johnson | Susan Johnson John Z. Johnson | 303 |
| 8/30/88 | NANCY ARCHDEKIN J. RONALD ARCHDEKIN | Nancy A Archdekin J. Ronald Archdekin | 74 |
| 8-30-88 | Connie Yeager Tom Yeager | Connie Yeager Tom Yeager | 210 |
| 8-30-88 | Frank J. Bogatz | Frank J. Bogatz | 171 |
| 8-30-88 | Alan Hensler Barbara J. Hensler | Alan Hensler Barbara Hensler | 280 |
| 8-30-88 | Jane Washburn Frank Washburn | Jane Washburn Frank Washburn | 218 |
| 8-30-88 | Everette Graham Kenneth Graham | Everette Graham Kenneth Graham | 226 |
| 8-30-88 | Donna Stewart Michael Stewart | Donna Stewart Michael Stewart | 144 |
| 8-30-88 | Kari Jo Onken Jerome S Onken | Kari Jo Onken Jerome S Onken | 51 |
| 8-130-88 | ROBERT E. WERNERMAN Carol Wernerman | Robert Wernerman Carol Wernerman | 136 |
| 8-30-88 | Kirk T. Ryckman Debra L. Ryckman | Kirk T. Ryckman Debra L. Ryckman | 335 |
| 8-30-88 | Laketa K. Zimmerman ADY Zimmerman | Laketa K. Zimmerman ADY Zimmerman | 80 |

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

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

Ruth E. Van Bent
Notary Public



SIGNATURES OF OWNERS OF
 STONYBROOK SOUTH LOTS COVERED BY
 RESTRICTIVE COVENANTS EFFECTIVE
 BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|--------------------|----------------------------------------------------|-------------------------------------------------------------------------|------------------|
| 8-30-88 | Jeanie Bender Glance Bender ARTHUR F. BENDER | <i>Jeanie Bender</i> <i>Glance Bender</i> <i>Arthur F. Bender</i> | 131 |
| 8-30-88 | _____ | _____ | _____ |
| 8-30-88 | Dale A Van Gent Beth E. Van Gent | <i>Dale A Van Gent</i> <i>Beth E. Van Gent</i> | 75 |
| 8/30/88 | LARRY E. HARMS | <i>Larry E. Harms</i> | 214 |
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STATE OF NEBRASKA)
) ss
 COUNTY OF DOUGLAS)

GENERAL NOTARY State of Nebraska
CAROL WERNEMAN
 My Comm. Exp. 7/1/88

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

Carol Werneman
 Notary Public

SIGNATURES OF OWNERS OF
 STONYBROOK SOUTH LOTS COVERED BY
 RESTRICTIVE COVENANTS EFFECTIVE
 BEGINNING AUGUST 1, 1989

| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-----------------------------------------------|----------------------------------------------|----------------|
| 10-15-88 | E. Charles Lynch Marjorie Lynch | E. Charles Lynch Marjorie Lynch | 140 |
| 10/16/88 | JERALD C. WALL | Jerald C. Wall | 246 |
| 10/16/88 | BARBARA A. WALL | Barbara A. Wall | |
| 10/16/88 | LOUIS A. KALBER THELMA A. KALBER | Louis A. Kalber Thelma A. Kalber | 253 |
| 10-16-88 | GARY W. GROSSKOPF KAY H. GROSSKOPF | Gary W. Grosskopf Kay H. Grosskopf | 258 |
| 10-16-88 | ROBERT F. DIETSCH Mary Lou Dietsch | Robert F. Dietsch Mary Lou Dietsch | 248 |
| 10-16-88 | Roslyn K. Resoler | Roslyn K. Resoler | 249 |
| 10-16-88 | DEWIS MARINES LINDA SUE MARINES | Dennis Marins Linda Sue Marins | 245 |
| 10-20-88 | CHARLES W. JONES GAYLE H. JONES | Charles W. Jones Gayle H. Jones | 92 |
| 10-20-88 | Lemuel R. Fults Jr. Viola L. Fults | Lemuel R. Fults, Jr. Viola L. Fults | 295 |
| 10/22/88 | Patricia R. Schnacker GERALD L. SCHNECHTER | Patricia R. Schnacker Gerald L. Schnacker | 333 |
| 10/22/88 | Diane McGranahan PATRICK J. McGRANAHAN | Diane McGranahan Patrick J. McGranahan | 288 |
| 10/22/88 | Judith C. Frost GARY R. FROST | Judith C. Frost Gary R. Frost | 8 |
| 10/22/88 | RICHARD STABOS DEBRA STABOS | Richard Stabos Debra Stabos | 244 |
| 10/22/88 | SIDNEY BURE SHEAD Carol Shead | Sidney Bure Shead Carol Shead | 209 |
| 10/22/88 | JAMES K. GAMBLE Carol R. Gamble | James K. Gamble Carol R. Gamble | 7 |
| 10/22/88 | TERRY E. VOGT BEVERLY L. VOGT | Terry E. Vogt Beverly L. Vogt | 6 |
| 10/22/88 | MARY E. BARRY JOHN T. BARRY | Mary E. Barry John T. Barry | 201 |

STATE OF NEBRASKA)
) SS:
 COUNTY OF SARPY)

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



Kenneth A. Kluck
 Notary Public

SIGNATURES OF OWNERS OF
STONYBROOK SOUTH LOTS COVERED BY
RESTRICTIVE COVENANTS EFFECTIVE
BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|---------|--------------------------------------|----------------------------------------------------|---------|
| 7/6/89 | BRUCE E. BAKER CHARLOTTE M. BAKER | <i>Bruce E. Baker</i> <i>Charlotte M. Baker</i> | 114 |
| 7/6/89 | James Korth | <i>James Korth</i> | 232 |
| 7/6/89 | Kevin Carnik | <i>Kevin Carnik</i> | 115 |
| 7/6/89 | CYNTHIA CARNIK | <i>Cynthia Carnik</i> | |
| 7/7/89 | COLLEEN O. COVER | <i>Colleen O. Cover</i> | 111 |
| 7/7/89 | Robert E. Cover | <i>Robert E. Cover</i> | 111 |
| 7/7/89 | Robert C Stanzel | <i>Robert C Stanzel</i> | 224 |
| 7/7/89 | Sunny Stanzel | <i>Sunny Stanzel</i> | 224 |
| 7/15/89 | JANIS R. LAWSON | <i>Janis R. Lawson</i> | 222 |
| 7/15/89 | THOMAS L. LAWSON | <i>Thomas L. Lawson</i> | 222 |
| 7/15/89 | Celora E. Dingle | <i>Celora E. Dingle</i> | 225 |
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STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

GENERAL NOTARY-State of Nebraska
CAROL WERNSMAN
My Comm. Exp. 4/4/92

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

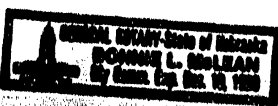
Carol Wernsman
Notary Public

SIGNATURES OF OWNERS OF
STONYBROOK SOUTH LOTS COVERED BY
RESTRICTIVE COVENANTS EFFECTIVE
BEGINNING AUGUST 1, 1989

| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|---------------------|--------------------------------------------|----------------------------------------------------|----------------|
| 12/10/81 | Scott Kenneth Millard Michele L Millard | <i>Scott Millard</i> <i>Michele L Millard</i> | 287 |
| 12/10/88 | Tracie McDonald KIRBY MCDONALD | <i>Tracie McDonald</i> <i>Kirby McDonald</i> | 24 |
| 12/10/88 | | | |
| 12/10/89 | CHRISTOPHER ADNESEN BETTY ADNESEN | <i>Christopher Adnesen</i> <i>Betty Adnesen</i> | 285 |
| 12-11-88 | SIGNA J BROWN STEVEN R BROWN | <i>Signa J Brown</i> <i>Steven R Brown</i> | 25 |
| 12-11-88 | Michael A. Intrieri | <i>Michael A. Intrieri</i> | 5 |
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STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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



Douglas L. McLean
Notary Public

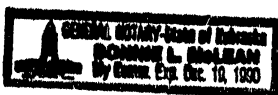
SIGNATURES OF OWNERS OF
STONYBROOK SOUTH LOTS COVERED BY
RESTRICTIVE COVENANTS EFFECTIVE
BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|---------|-------------------------------|-------------------------------------|---------|
| 7-18-89 | Jim Hess Rosemary Hess | James William Hess Rosemary Hess | # 9 |
| 7-19-89 | Dave Baker Paulette Baker | Dave Baker Paulette W. Baker | # 10 |
| 7-18-89 | Carl Holen Paula Holen | Carl Holen Paula Holen | # 14 |
| 7-19-89 | Paul Richter Carol Richter | Paul Richter Carol Richter | # 13 |
| 7-19-89 | Daniel A. Witte | Daniel A. Witte | # 302 |
| 7-19-89 | Randy Koch Pat Ellen Koch | Randy J Koch Pat Ellen Koch | # 12 |
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STATE OF NEBRASKA)
) SS:
COUNTY OF SARYP)

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

Terrence L. McLean
Notary Public

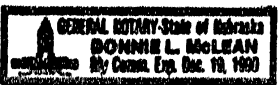


SIGNATURES OF OWNERS OF
 STONYBROOK SOUTH LOTS COVERED BY
 RESTRICTIVE COVENANTS EFFECTIVE
 BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|----------------------|-----------------------------------------------------|-----------------------------------------------------|------------|
| <u>July 21, 1989</u> | <u>Wesley D McGinnis</u> <u>Susan C McGinnis</u> | <u>Wesley D McGinnis</u> <u>Susan C McGinnis</u> | <u>237</u> |
| <u>July 21, 1989</u> | <u>LINDA POST</u> <u>GREG POST</u> | <u>Linda Post</u> <u>Greg Post</u> | <u>56</u> |
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STATE OF NEBRASKA)
) SS:
 COUNTY OF SARPY)

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

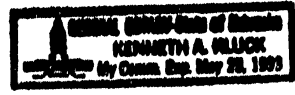
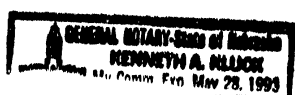


Donnie L. McLean
 Notary Public

SIGNATURES OF OWNERS OF
STONYBROOK SOUTH LOTS COVERED BY
RESTRICTIVE COVENANTS EFFECTIVE
BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|----------|--------------------------------------------|-----------------------------------------------------------|---------|
| 5-11-89 | DELDORIS HOWARD THOMAS L. HOWARD | <i>Deldoris Howard</i> <i>Thomas L. Howard</i> | 188 |
| 5-11-89 | Donald T. Hensen Kathleen A. Hensen | <i>Donald T. Hensen</i> <i>Kathleen A. Hensen</i> | 164 |
| 7/6/89 | KEITH COURIER Patricia Jean Courier | <i>Keith M. Courier</i> <i>Patricia Courier</i> | 199 |
| 7/6/89 | Thomas R. Selzle Michaelene L. Selzle | <i>Thomas R. Selzle</i> <i>Michaelene L. Selzle</i> | 277 |
| 7-9-89 | ARTHUR H. JOHNSON Mona J. Johnson | <i>Arthur H. Johnson</i> <i>Mona J. Johnson</i> | 325 |
| 7-9-89 | Stephen B. Mannino Karen J. Mannino | <i>Stephen B. Mannino</i> <i>Karen Mannino</i> | 329 |
| 7-9-89 | Mark L. Isham Sheila Isham | <i>Mark L. Isham</i> <i>Sheila Isham</i> | 255 |
| 7/9/89 | CONSTANCE R. LOWNDES William A. LOWNDES | <i>Constance R. Lowndes</i> <i>William A. Lowndes</i> | 186 |
| 7-9-89 | Robert D. Carter Marcella M. Carter | <i>Robert D. Carter</i> <i>Marcella M. Carter</i> | 189 |
| 7-9-89 | DON HENDRICKSEN Bonnie Hendrickson | <i>Don Hendrickson</i> <i>Bonnie Hendrickson</i> | 220 |
| 7-9-89 | Barry Higgins Janine Higgins | <i>Barry Higgins</i> <i>Janine Higgins</i> | 179 |
| 7-9-89 | LARRY YILK Karen YILK | <i>Larry Yilk</i> <i>Karen Yilk</i> | 124 |
| 7-9-89 | Linda Kuhlengel MARK M. KUHLENGEL | <i>Linda J. Kuhlengel</i> <i>Mark M. Kuhlengel</i> | 17 |
| 7-9-89 | Joseph O. Smith Sharon K. Smith | <i>Joseph O. Smith</i> <i>Sharon K. Smith</i> | 184 |
| 7-9-89 | Sandra L. Metcalf CLAUDE T. METCALF | <i>Sandra Metcalf</i> <i>Claude Metcalf</i> | 241 |
| 7-10-89 | ANN SOBczyk RONALD S. Sobczyk | <i>Ann Sobczyk</i> <i>Ronald S. Sobczyk</i> | 46 |
| 7-10-89 | Steve Branecki DEBI BRANECKI | <i>Steve Branecki</i> <i>Debi Branecki</i> | 177 |
| 7-10-89 | Bruce G. Draney ANDREA DRANEY | <i>Bruce G. Draney</i> <i>Andrea Draney</i> | 242 |
| 07/10/89 | PATRYK H. MCGILVEREY MARY M. MCGILVEREY | <i>Patrick H. McGilverey</i> <i>Mary M. McGilverey</i> | 243 |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)



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

Kenneth A. Kluck
Notary Public

89-15641 T

SIGNATURES OF OWNERS OF
STONYBROOK SOUTH LOTS COVERED BY
RESTRICTIVE COVENANTS EFFECTIVE
BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|--------|-----------------------------------------------------|-----------------------------------------------------|---------|
| 8/8/89 | <u>EVA J. HOLT</u> <u>CARL L. HOLT</u> | <u>Eva J. Holt</u> <u>Carl L. Holt</u> | 311 |
| 8/8/89 | <u>Mike Hyland</u> <u>Kim Hyland</u> | <u>Mike Hyland</u> <u>Kim Hyland</u> | 28 |
| 8/8/89 | <u>DAVID P. HEPP</u> <u>Susan M Hepp</u> | <u>David P. Hepp</u> <u>Susan M Hepp</u> | 317 |
| 8/8/89 | <u>David L. Fischer</u> <u>Joan E. Fischer</u> | <u>David L. Fischer</u> <u>Joan E. Fischer</u> | 39 |
| 8/8/89 | <u>Gloria Braley</u> <u>Randy Braley</u> | <u>Gloria A Braley</u> <u>Randy Braley</u> | 40 |
| 8/8/89 | <u>RONALD MASCHER</u> <u>KAYE MASCHER</u> | <u>Ronald Mascher</u> <u>Kaye Mascher</u> | 185 |
| 8/8/89 | <u>SUSAN E. TRAYLOR</u> <u>Bryan W. Traylor</u> | <u>Susan E. Traylor</u> <u>Bryan W. Traylor</u> | 281 |
| 8/8/89 | <u>JAMES F. ADDISON</u> <u>CYNTHIA-A ADDISON</u> | <u>James F. Addison</u> <u>Cynthia A Addison</u> | 323 |
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STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

GENERAL NOTARY State of Nebraska
CAROL WERNOSMAN
My Comm. Exp. 7/1/92

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

Carol Wernosman
Notary Public

(3)

89-15641 U

SIGNATURES OF OWNERS OF STONYBROOK SOUTH LOTS COVERED BY RESTRICTIVE COVENANTS EFFECTIVE BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|---------|----------------------------------|----------------------------------|--------------|
| 7-27-89 | JEROME S. ONKEN Kari Jo Onken | Jerome S. Onken Kari Jo Onken | 50 Duplicate |
| 7/29 | HENRY J. SUDBECK BUILDERS INC | Henry J. Sudbeck | 60 |
| 7/29 | HENRY J. SUDBECK BUILDERS INC | Henry J. Sudbeck | 61 |
| 7/29 | HENRY J. SUDBECK BUILDERS INC | Henry J. Sudbeck | 62 |
| 7/29 | HENRY J. SUDBECK BUILDERS INC | Henry J. Sudbeck | 65 |
| 7/29 | HENRY J. SUDBECK BUILDERS INC | Henry J. Sudbeck | 66 |
| 7/31 | JOHN DOSTAL | John Dostal | 55 |
| 7/31 | Patricia Dostal | Patricia Dostal | 55 |
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STATE OF NEBRASKA)
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CAROL WERNSMAN
My Comm. Exp. 9/4/92

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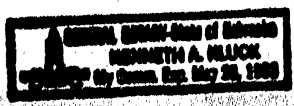
Carol Wernsman
Notary Public

SIGNATURES OF OWNERS OF
STONYBROOK SOUTH LOTS COVERED BY
RESTRICTIVE COVENANTS EFFECTIVE
BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|---------|-------------------------------------------|-------------------------------------------|---------|
| 7-10-89 | KENNETH B. TANKSLEY Judith K. Tanksley | Kenneth B. Tanksley Judith K. Tanksley | 256 |
| 7-10-89 | Belinda C Brown BRUCE A. BROWN | Belinda C Brown Bruce A. Brown | 257 |
| 7-10-89 | Ken J. Kozlowski Adriann Kozlowski | Ken J. Kozlowski Adriann Kozlowski | 320 |
| 7-10-89 | Leon K. Shupe Cheryl E. Shupe | Leon K. Shupe Cheryl E. Shupe | 155 |
| 7/13/89 | B.M. GANGAHAR SARIT GANGAHAR | B.M. Gangahar Sarit Gangahar | 103 |
| 7/14/89 | DALE F. LAWYER Sharon Lawyer | Dale F. Lawyer Sharon Lawyer | 247 |
| 7/25/89 | William G. MAYHAN Marda J. Mayhan | William G. Mayhan Marda J. Mayhan | 152 |
| 7/27/89 | WILLIAM G. STRAUSS JULIA A. STRAUSS | William G. Strauss Julia A. Strauss | 251 |
| 7/27/89 | ROBERT L. EPP Karen A. EPP | Robert L. Epp Karen A. Epp | 259 |
| 7-29-89 | Michael J. Bodziak CAMILLE F. BODZIAK | Michael J. Bodziak Camille F. Bodziak | 93 |
| 7-30-89 | Jacqueline Ring Kendy Ring | Jacqueline Ring Kendy Ring | 267 |
| 7/30/89 | STEVE STROTT DIANE STROTT | Steve Strott Diane Strott | 264 |
| 8/10 | DAVE WALLACE Deb Wallace | Dave Wallace Deb Wallace | 99 |
| 8/16 | Jeff D. Young Crystal J. Young | Jeff D. Young Crystal J. Young | 178 |
| 8/12 | Roger Reese | Roger Reese | 15 |
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STATE OF NEBRASKA)
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COUNTY OF SARPY)

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Kenneth A. Kluck
Notary Public

SIGNATURES OF OWNERS OF
STONYBROOK SOUTH LOTS COVERED BY
RESTRICTIVE COVENANTS EFFECTIVE
BEGINNING AUGUST 1, 1989

| Date | Owner(s) (Print) | Signatures | Lot No. |
|---------|------------------|---------------|---------|
| 8-10-89 | Debbie Nelson | Debbie Nelson | 65 |
| 8-10-89 | Chass Nelson | Chass Nelson | 65 |
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STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

GENERAL NOTARY-State of Nebraska
CAROL WERNSMAN
My Comm. Exp. 8/10/92

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

Carol Wernsman

Notary Public

RESTRICTIVE COVENANTS

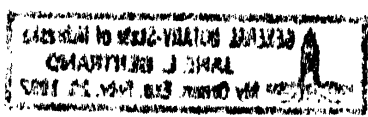
The undersigned hereby declare that the following covenants shall become operative on August 1, 1989, and are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate for thirty (30) years from the date thereof, unless extended as hereinafter provided:

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



RESTRICTIVE COVENANTS

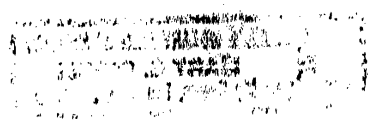
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If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity 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



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. 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> |
|-------------|-------------------------------------------------|------------------------|----------------|
| 10/18/88 | LLOYD A. SPIKER | <i>Lloyd A. Spiker</i> | 113 |
| 10/18/88 | Margaret Spiker (Margaret Spiker) | <i>Margaret Spiker</i> | 113 |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

10-18-88

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

Mary G. Schill
Notary General, State of Nebraska
MARY G. SCHILL
My Comm. Exp. Nov. 24, 1990

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:

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.
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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.

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

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| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-------------------------|----------------------|----------------|
| 4/26/89 | JEFF GARRETT | <i>Jeff Garrett</i> | 332 |
| 4/26 | Donna Garrett | <i>Donna Garrett</i> | 332 |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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

Carol W. Wernsman
GENERAL NOTARY State of Nebraska
CAROL WERNSMAN
Notary My Comm. Exp. *4/1/90*

RESTRICTIVE COVENANTS

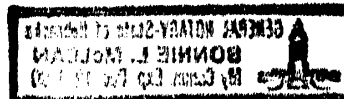
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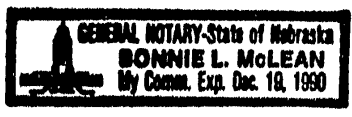
7006 S. 140th Ave

| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-------------------------|----------------------|----------------|
| 12/14/88 | Norma Schabel | <i>Norma Schabel</i> | 127 |
| 10/14/88 | James Schabel | <i>James Schabel</i> | |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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

Bonnie L. McLean
Notary Public



RESTRICTIVE COVENANTS

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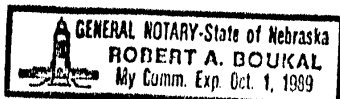
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| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-----------------------------------|----------------------------------------------|----------------|
| 9/12/88 | JOHN A. WARREN SUSAN M. WARREN | <i>John Warren</i> <i>Susan M. Warren</i> | 305 |
| _____ | _____ | _____ | _____ |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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Robert A. Boukal
Notary Public



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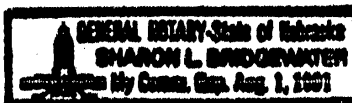
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| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-------------------------|-----------------------|----------------|
| 9-21-88 | Don F. Meyers | <i>Don F. Meyers</i> | 102 |
| 9-21-88 | Bernice Meyers | <i>Bernice Meyers</i> | |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)



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Sharon L. Bridgman
Notary Public

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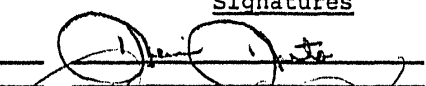
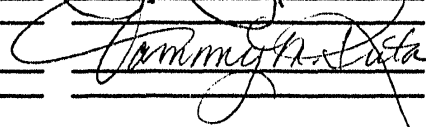
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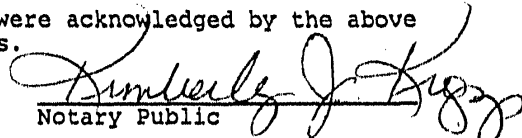
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| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-------------------------|--------------------------------------------------------------------------------------|----------------|
| 9/6/88 | Kevin A. Kuta |  | # 119 |
| 9/6/88 | Tammy M. Kuta |  | # 119 |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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

 **KIMBERLY J. KROPP**
GENERAL NOTARY-STATE OF NEBR.
My Comm. Exp. Apr. 3, 1989


Notary Public

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:

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

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- 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.
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- 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> |
|-------------|-------------------------|----------------------|----------------|
| 8-30-88 | Mark T. Chase | <i>Mark T. Chase</i> | 304 |
| 8-30-88 | Nancy A Chase | <i>Nancy A Chase</i> | |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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

Mary Ann Dynek
Notary Public



MARY ANN DYNEK
GENERAL NOTARY- State of Nebr.
My Comm. Exp. May 16, 1989

RESTRICTIVE COVENANTS

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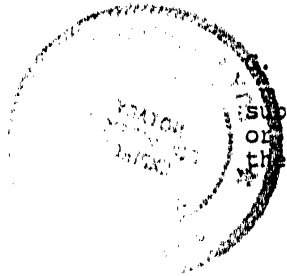
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The foregoing covenants may be amended or extended for additional periods by an instrument signed by the owners of not less than seventy-five (75%) of the Lots then covered by these covenants.

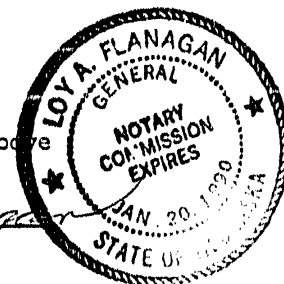
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| Date | Owner(s) (Print) | Signatures | Lot No. |
|---------|------------------|-------------------------|---------|
| 9/12/88 | Karen J. Prewitt | <i>Karen J. Prewitt</i> | 174 |
| 9/12/88 | Jack M. Prewitt | <i>Jack Prewitt</i> | 174 |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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

Loy A. Flanagan
Notary Public



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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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.
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RECORDED
INDEXED
AUG 1 1989
SARPY COUNTY, NEBRASKA

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| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-------------------------|--------------------------|----------------|
| 8/29/88 | Phillip R. McLean | <i>Phillip R. McLean</i> | 128 |
| 8/29/88 | Bonnie L. McLean | <i>Bonnie L. McLean</i> | |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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



Rita L. BARNICOAT
Notary Public August 30, 1988

RESTRICTIVE COVENANTS

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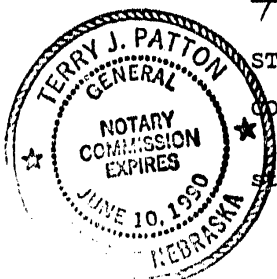
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| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-------------------------|-------------------------|----------------|
| 8/22/88 | Roger R. Faust | <u>Roger R. Faust</u> | 154 |
| 8/22/88 | Barbara L. Faust | <u>Barbara L. Faust</u> | 154 |



STATE OF NEBRASKA)
DUGLAS) SS:
COUNTY OF ~~PLATT~~)

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

Terry Patton
Notary Public

RESTRICTIVE COVENANTS

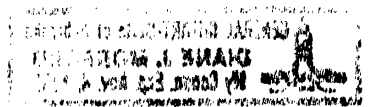
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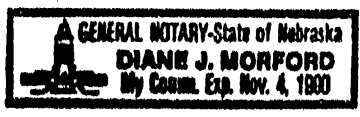
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| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-------------------------|-------------------------|----------------|
| 8-25 | Thomas E. Schaap | <i>Thomas E. Schaap</i> | 205 |
| 8-25 | Debbie Schaap | <i>Debbie Schaap</i> | 205 |

STATE OF NEBRASKA)
) SS: Nebraska
 COUNTY OF SARPY) Sarpy

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

Diane J. Morford
Notary Public



RESTRICTIVE COVENANTS

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| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-------------------------|-------------------------|----------------|
| 8/30 | David R. Bailey | <i>David R. Bailey</i> | 262 |
| 8/30 | Marcia M. Bailey | <i>Marcia M. Bailey</i> | 262 |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

GENERAL NOTARY-State of Nebraska
CAROL WERNSIAN
My Comm. Exp. 9/1/88

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

Carol Wernsian
Notary Public

RESTRICTIVE COVENANTS

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| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|--------------------------------------|--------------------|----------------|
| 8/30/88 | Joseph F Neesen 7067 So 142 St | Joseph F. Neesen | 100 |
| 8/30/88 | Patricia F. Neesen 7067 So 142 St | Patricia F. Neesen | 100 |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

GENERAL NOTARY State of Nebraska
CAROL WERNSMAN
My Comm. Exp. 4/4/88

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Carol Wernsman

Notary Public

RESTRICTIVE COVENANTS

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| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-------------------------|-------------------|----------------|
| 8/30 | Paula Singer | Fred Singer | 118 |
| | | | |
| | | | |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

GENERAL NOTARY State of Nebraska
CAROL WERNERMAN
My Comm. Exp. 9-11-18

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Carol Wernerman
Notary Public

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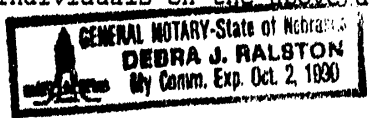
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| <u>Date</u> | <u>Owner(s) (Print)</u> | <u>Signatures</u> | <u>Lot No.</u> |
|-------------|-------------------------|------------------------|----------------|
| 8/30/88 | Diane (Elsasser) Snider | <i>Diane L. Snider</i> | 247 |
| 8/30/88 | Vern L. Snider | <i>Vern L. Snider</i> | 247 |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY *NEBRASKA*

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



Debra J. Ralston 8-30-88
Notary Public

RESTRICTIVE COVENANTS

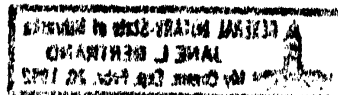
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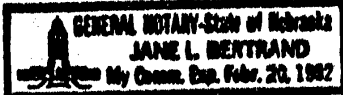
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|-------------|-------------------------|------------------------|----------------|
| 8-30-88 | Harold E Vashon | <i>H E Vashon</i> | 272 |
| 8-30-88 | LORRAINE VASHON | <i>Lorraine Vashon</i> | 272 |

STATE OF NEBRASKA)
) SS:
COUNTY OF SARPY)

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Jane L. Bertrand
 Notary Public

RESTRICTIVE COVENANTS

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- 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

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. 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) | Signatures | Lot No. |
|----------|------------------|----------------|---------|
| 10/31/88 | DWIGHT A. LINN | Dwight A. Linn | 167 |
| 10/31/88 | Mary Jane Linn | Mary Jane Linn | 167 |

STATE OF NEBRASKA)
) SS:

COUNTY OF SAREY)
Larry D. Haughton
GENERAL Notary Public
STATE OF NEBRASKA
COMMISSION EXPIRES
April 11, 1992

Restrictive Covenants were acknowledged by the above
 stated individuals on the above dates.
 Larry D. Haughton
 Notary Public
 10-31-88

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:

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

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. 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) | Signatures | Lot No. |
|---------|------------------|-----------------------|---------|
| 8/30/88 | Boyd Sullivan | <i>Boyd Sullivan</i> | 161 |
| | Karla Sullivan | <i>Karla Sullivan</i> | |

GENERAL NOTARY-STATE of Nebraska
 BETH E. VAN GENT
 My Comm. Exp. Dec-21, 1991

Beth E. Van Gent
 STATE OF NEBRASKA)
) SS:
 COUNTY OF SARPY)

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

Notary Public

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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Date: 8-12-89 Owner(s) (Print): BETHE M. DAVIS Signature: [Signature] Lot No.: 579
1218 Beth M. Davis in Stonybrook South

STATE OF NEBRASKA)
COUNTY OF SARPY) SS: A GENERAL NOTARY STATE OF NEBRASKA
CAROL WERNSMAN
By Carol Wernsman Notary Public
The above Restrictive Covenants were acknowledged by the above stated individuals on the above dates.