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PROTECTIVE COVENANTS

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Declarant"), being the owner of Lots 1 through 17, inclusive, Lots 38 through 56, inclusive, Lots 85 through 154, inclusive, Lots 230 through 258, inclusive, and Lots 270 through 278, inclusive, all in WALNUT CREEK HILLS, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and the owner of Lots 1 through 36, inclusive, in WALNUT CREEK HILLS REPLAT TWO, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska does hereby create, adopt, declare and establish the following restrictions upon the above described properties.

1. Permitted Uses. Except for Lot 277 which shall be used as a park, no lot shall be used except for residential purposes, schools or churches. No home shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with an attached private garage for not less than two or more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance.
2. Setbacks and Side Yards. All setbacks, side yards and rear yard requirements shall conform to applicable laws and ordinances.
3. Prohibited Structures. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, no structure of a temporary character, trailer, basement, tent, shack, storage shed, detached garage, barn or other outbuildings shall be permitted.
4. Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept on any lot except dogs, cats or household pets maintained within the dwelling, provided that they are not kept, bred or maintained for any commercial purpose.
5. Fences and Dog Runs. Fences shall not be located on any lot nearer to the street than the structure located on said lot. Any fence installed on any Lot by the Developer shall be maintained by the owner of such Lot, at the owner's sole expense and the owner shall keep such fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably necessary. In addition:
 - A. Lots encumbered by the Northern Natural Gas Company pipeline easement shown on any plat or replat of Walnut Creek Hills and referred to herein in paragraph 16(d)(iv) shall not install any fencing at or near the lot line of such lots abutting public or private park areas unless such fencing is four (4') foot high white vinyl scalloped under fence, no other fencing is permitted;

R&B Fullenkamp, Doyle & Johnson
11440 Center Rd
Omaha NE 68144
48990

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- B. Owner, if approved pursuant to the requirements of paragraph 14, Architectural Control, may install fencing perpendicular to perimeter fencing and park areas only. No chain link fencing is allowed on any Lot. Only wood and vinyl fences shall be allowed, subject to the provisions and restrictions of this paragraph and paragraph 14, below.
- C. No dog runs shall be permitted on any Lot.
6. Moved Dwellings. Existing houses from other locations or houses built in another location may not be moved or placed on any lot within this subdivision without the written consent of the Developer or its designee.
7. Weeds. The title holder of each lot, vacant or improved, shall keep his/her lot or lots free from weeds and debris.
8. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot.
9. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property shall conform to the zoning requirements and the building code requirements of the applicable governing authorities.
10. Signs/Model Homes. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate signs shall be permitted temporarily. Developer and/or its designee may however, permit such signs as may be reasonably necessary for the operation and advertisement of model homes. Model homes may be maintained by the Declarant notwithstanding the fact there are no longer any vacant lots within the subdivision for sale.
11. Boats and Trailers. With the exception of temporary sales offices operated by the Declarant, its successors or assigns, no boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure. No boat, camper, trailer, motor home, semi-trailer, tractor, truck or other similar vehicle or chattel shall be parked or left on any street within the subdivision.
12. Outside Antennae Prohibited. No outside radio, television, ham broadcasting, earth station, satellite dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house. The foregoing notwithstanding, any earth station, satellite dish or other electronic antenna or aerial specifically exempted from covenant enforcement by court or governmental agency order shall be maintained in accordance with the strictest interpretation or condition for such use as may be permitted by such order.
13. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick, stone, colored masonry units or painted. If the lot has frontage on more than one street, the above provision shall apply only to that side constituting the front of the house.
14. Sod. A minimum of 3,000 square feet of sod shall be laid in all yards.

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15. Architectural Control. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, dog run, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any lot, nor shall any grading excavation or tree removal be commenced until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Developer, or any person, firm, corporation, partnership or entity designated in writing by Developer, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of improvements upon the building plot, and proposed finished grades; provided that Developer and its designee specifically reserve the right to deny permission to construct any type of structure, or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Developer, or its designee as required in these Covenants shall be in writing. Failure of the Developer or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after the submittal of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate as disapproval of the plan as submitted. The restrictions of this paragraph shall terminate when the last lot has a completed dwelling sold, closed and conveyed to a third-party purchaser.

16. Utility, Pipeline and Other Easements. Easements encumber some or all of the real property within Quail Run, which include but are not limited to the following:

a. a perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, U.S. West Communications, and any company which has been franchised to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew underground 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 including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front lot lines and all side boundary lot lines;

b. 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') wide strip when the adjacent land is surveyed, platted and recorded;

c. a perpetual easement is hereby granted to the Peoples Natural Gas and the City of Papillion, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all cul-de-sac streets;

d. other easements, as may be designated on any plat of Walnut Creek Hills, or replat thereof or in a separate easement document, including but not limited to:

(i) an existing permanent 7.5' sidewalk, utility and landscape easement granted to Sarpy County, Nebraska and Sanitary & Improvement District No. 228 of Sarpy County, Nebraska ("SID 228") in Instrument No. 2002-20286, affecting portions of Lots 7 - 10, inclusive, Lots 42-43, 85, 239, 144 - 154, inclusive, 277-278, all in Walnut Creek Hills and portions of Lots 6-7, 18-19, and 36, in Walnut Creek Hills Replat Two;

(ii) an existing 20' wide storm sewer easement granted to Sarpy County, Nebraska and SID 228 in Instrument No. 2002-20286, affecting portions of Lot 278, Walnut Creek Hills and Lots 25 - 30, inclusive, in Walnut Creek Hills Replat Two;

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(iii) a permanent 30' wide storm sewer and sanitary sewer easement granted to Sarpy County, Nebraska and SID 228, affecting portions of Lots 54 and 55, Walnut Creek Hills;

(iv) a permanent existing 90' wide gas line right-of-way easement granted to Northern Natural Gas Co. affecting portions of Lots 56-57, 230-248, inclusive, 270-277, inclusive, in Walnut Creek Hills, and Lots 29-36, inclusive, in Walnut Creek Hills Replat Two, some or all of which Lots will be replatted to form a fifty (50') foot wide outlot in the center of such easement area for the benefit of SID 228 and the abutting lots on each side will each have remaining twenty (20') feet of such easement area at the rear of said lots. Northern Natural Gas Co. will by written agreement allow for the construction, installation, operation and maintenance of fencing on the Lots by the owners thereof, as such owners sole cost and expense, provided that their use does not interfere with the rights of Northern Natural Gas Co. Prospective purchasers and owners alike are advised to research the history of their lot to determine its encumbrance by this easement – owners of any Lot encumbered by this easement shall not build, create, construct, nor allow to be built, created, or constructed, any hard, gravel, or similar surface road, any improvements or structures of any nature, nor alter the grade or permit such alteration, anywhere within the easement area/pipeline right-of-way without the written consent of Northern Natural Gas Company. Northern Natural Gas Company shall have the right to clear and keep cleared from within the easement area/pipeline right-of-way all trees, brush, undergrowth, buildings, structures, improvements or other obstructions, and, Northern Natural Gas Company shall not be liable for loss, cost, or damage caused on the easement area/pipeline right-of-way by keeping the easement area/pipeline right-of-way clear of such trees, brush, undergrowth, buildings, structures, improvements, and other obstructions in the exercise of its rights in such easement area/pipeline right-of-way;

(v) a permanent joint utility easement granted to Omaha Public Power District, Qwest Communications and any other company granted a franchise to provide cable television in the area to be subdivided, affecting portions of lots 29-36, inclusive, 56-57, 230-248, inclusive, and 270-277, inclusive, all in Walnut Creek Hills and Lots 29-36, inclusive in Walnut Creek Hills Replat Two;

(vi) a permanent easement granted to Qwest Communications affecting portions of Lot 277, Walnut Creek Hills; a permanent landscape easement granted to the Walnut Creek Hills Homeowners Association affecting a portion of Lot 7, Walnut Creek Hills; and

e. No direct vehicular access to State Highway 370, 90th Street or 96th Street from any abutting lots will be allowed.

No permanent buildings or retaining walls or loose rock walls shall be placed in the said easement ways, but, if not contrary to the easement granted, 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.

17. Remedy on Violation. If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him or them from so doing or to recover damages for such violation.

18. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Binding on Successors. The covenants and restrictions herein contained shall run with the land, and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of the covenants herein contained is several and separate from the other covenants, and invalidity of any covenant shall not affect the validity of any other provision of this instrument.

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20. Enforcement by Developer. Nothing herein contained shall in any way be construed as imposing upon the Developer or any of the undersigned any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein.

21. Amendments. For a period of ten (10) years following the date hereof, Developer shall have the exclusive right to amend, modify or supplement all or any portion of these Protective Covenants from time to time by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Sarpy County, Nebraska. Thereafter, these covenants may be amended, supplemented or modified from time to time by recording one or more Amendments to Protective Covenants in the Office of the Register of Deeds of Sarpy County, Nebraska duly executed and acknowledged by all owners of at least seventy-five (75%) percent of the lots subject to these Protective Covenants. Such amendments may include, among other things, the inclusion of additional properties to these Protective Covenants, an extension of the time for which these covenants are to run and the formation of a homeowners association with the right to levy assessments against each lot for the purpose of promoting and maintaining the general aesthetic appearance and upkeep of the entire area, maintaining any entrance and easement areas and otherwise promoting and sustaining the association's business.

22. In the event that a homeowners association is formed pursuant to Paragraph 20, above, the owners of each Lot subject to this Declaration shall be members. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall have one (1) vote. Said Homeowners Association shall have only those powers granted in its Articles of Incorporation and, such powers granted shall not exceed the following: enforcing the covenants, maintaining any outlots and easements if not otherwise maintained by a public entity, maintaining any entrance areas to the subdivision and otherwise promoting and maintaining the general aesthetic appearance and upkeep of the subdivision. Said Association shall have the right to levy assessments against each Lot which shall be used exclusively without any part of the net earnings enuring to the private benefit of any of its members for the limited purposes set forth in the Association's Articles of Incorporation. The lien of any assessment shall be subordinate to the lien of any first mortgage but shall not be extinguished by the sale or transfer of said Lot, except a sale pursuant to a mortgage foreclosure or any procedure in lieu thereof which shall extinguish such lien as may have become due prior to such sale or transfer. The Association's Articles of Incorporation and By-Laws to the extent not inconsistent herewith shall be incorporated herein by this reference. In the event of any conflict, then the Declaration shall prevail.

23. Waiver for Hardship. Until such time as all lots are improved, Developer shall have the right in its discretion to waive any one or more of the covenants, conditions or restrictions herein contained for hardship or other cause.

Dated this 26th day of November 2002.

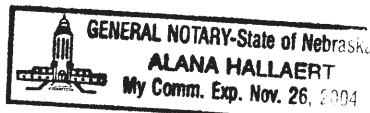
CELEBRITY HOMES INC., Declarant,

By *Gale L. Larsen*
GALE L. LARSEN, President

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

) ss.
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2002-48770E

On this 26th day of November 2002, the foregoing instrument was acknowledged before me by
Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.

Alana M. Hallart
Notary Public