

RESTRICTIVE COVENANTS

Shelter Hill Limited Partnership, (a Nebraska Limited Partnership more conveniently herein referred to as the "Partnership") represented by a Certificate of Limited Partnership recorded on Film Roll No. 85-1 beginning at Page 155 of the Limited Partnership records of the office of the Secretary of State of the State of Nebraska hereby declares that the following Restrictive Covenants (more conveniently herein referred to as the "Covenants") shall run with the land and bind and benefit present and future owners of all or any part of the following described Real Estate (more conveniently herein referred to as the "Real Estate" or "Lots"):

Lots One (1) through Twenty One (21) inclusive, Shelter Hill, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

These Covenants shall be binding until January 1, 2000, and thereafter, shall automatically renew and extend for successive periods of ten (10) years unless on or before any decennial renewal date, the then owners of a majority of the aforesaid lots execute and record an instrument terminating or modifying these Covenants.

At any time, the owners of any fifteen (15) of the foregoing twenty one (21) Lots may modify these Covenants by a document executed and recorded in the same manner in which these Covenants have been executed and recorded, on the condition however, that no such modification shall permit any usage of any part of the foregoing Real Estate unless such a usage shall also be permitted by the zoning or other land use laws or regulations applicable to the Real Estate.

If the present or future owners of any part of the Real Estate, or their grantees, heirs, lessees, or assigns, shall violate or attempt to violate any of these Covenants, or any modifications of them, any other person owning any part of the Real Estate may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant, either to prevent the continued violation thereof, or to recover damages, including future damages resulting from the violation thereof; each person owning any part of the Real Estate shall individually be entitled to elect to prosecute proceedings at law or in equity, and shall not be bound by such an election made by any other person owning any part of the Real Estate.

The invalidity of any part of these Covenants shall not unnecessarily make invalid any other part of these Covenants.

Shelter Hill subdivision has been planned and platted primarily to foster the construction and occupancy of single-family dwellings designed to be particularly conservative of non-renewable sources of energy by use of the terrain to recess a part of each residential structure into the earth, or to cover a part of each residential structure with earth, or to use solar or geothermal sources of energy, and to permit interior experimentation with energy conserving concepts while maintaining a uniformly pleasant and well integrated exterior appearance of the Subdivision.

THEREFORE, it is hereby covenanted that:

1. Each Lot shall be used only for single-family residential purposes.

2. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Dwellings wholly or partly constructed in another location shall not be placed upon any Lot and no mobile homes or temporary dwellings shall be placed upon any Lot.

3. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables or conduits (but not above-ground poles or wires) and other electric and telephone utility facilities for the carrying and transmission of electric current for light, heat, and power and for all telephone and telegraph and message and communication and media service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said Lots in said Addition; said license being granted only for the use and benefit of all present and future owners of Lots in said Addition; provided however, that said side lot line easement is granted upon the specific condition that if no such facilities are constructed along any of said side Lot lines within forty-eight (48) months of the date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side-lotline easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent building, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

4. Before any permanent structure is placed upon any part of any Lot, the plans and specifications for the construction of the permanent structure must be presented to and approved by the Partnership.

The Partnership shall have thirty (30) days to approve the plans after complete plans including a site survey are presented to the Partnership.

The Partnership shall review structure plans only to assist in maintaining a harmonious and esthetically pleasing appearance among the Lots.

The Partnership shall not be responsible for the feasibility of any construction plan or design or the structural integrity or safety of any structure because the Partnership has no expertise in engineering and shall not be deemed to review any plans or specifications or designs to determine feasibility, strength, or safety.

Any residence structure which has been approved for construction in accord with these Covenants must be substantially completed for human occupancy within eighteen (18) months of the date of such approval; any garage approved for construction at approximately the same time as the related residence structure, whether the garage is attached or detached, must be completed at substantially the same time as the residence structure; any other structure must be completed within six (6) months of the date of its approval; for good cause shown to be beyond the control of the owner of the Lot, the Partnership may extend such completion times for reasonable periods.

5. No Lot shall be split or divided unless the divided portions of such a Lot are joined to and remain parts of those Lots having abutting or common side lot boundaries; any such split or division may be made only with the consent of the Partnership

pursuant to a written application. No residence may be constructed on any tract what does not include at least one complete lot.

6. Each residence shall be constructed according to these requirements:

- A. There shall be no limitation on the number of stories or levels in any residence, but no residence located on Lots 1 through 4 inclusive shall have more than three stories or levels wholly or partly exposed above the terrain, and no residence located on Lots 5 through 21 inclusive shall have more than two stories or levels wholly or partly exposed above the terrain;
- B. No residence shall include less than 1,250 Square Feet exclusive of garage space and basement.
- C. No story or level finished wholly or partly for human occupancy shall contain less than 750 Square Feet exclusive of garage space.
- D. At least 40% of each exposed level or story of each residence structure located on Lots 1 through 4 inclusive must be finished for human occupancy use; At least 75% of each exposed level or story of each residence structure located on Lots 5 through 21 inclusive must be finished for human occupancy use; in computing the percent of any such exposed level or story that must be finished for human occupancy, there shall first be deducted from the total square footage of each such exposed level or story the amount thereof actually used for garage purposes in accord with the immediately preceding Covenant.
- E. Each residence shall include at least one full bathroom including but not limited to toilet facilities, lavatory facilities, and bathtub, and in addition, one bathroom including but not limited to at least toilet facilities, lavatory facilities, and shower facilities; these baths shall constitute what is regularly known as "one and 3/4 baths".

7. In addition to the foregoing requirements for each residence, each such residence shall be furnished with a fully enclosed garage which may be either attached to the residence or incorporated into the basement of the residence, or may be detached; garage doors shall be kept closed at all times except when persons or vehicles are entering or exiting the garage; the garage shall meet these requirements:

- A. Each garage shall be constructed in such a way as to garage at least two motor vehicles not less than 7 feet in width and 20 feet in length with the garage door(s) closed.
- B. No garage door opening may exceed 10 feet in height and 12 feet in width.
- C. The combined width of all doors for the entry to the garage from the exterior shall not total more than 22 feet, whether consisting of single vehicle-width doors, double vehicle-width doors, personal passage doors, or a combination thereof; the exposed portion of the garage shall be no greater in width than reasonably necessary to accommodate the garage doors used.
- D. No detached garage shall have more than 25

feet of its depth exposed above the terrain at any point.

- E. There shall be no limitation imposed by these Covenants upon the width, depth, or height of that portion of any garage which is not exposed above the terrain.

8. Because of the terrain, residence structures may well be constructed to the rear of a Lot with entertainment structures such as a patio, swimming pool, or court being located between the front of the residence and the front Lot line, Therefore the following setbacks shall be maintained:

- A. On Lots one (1) through six (6) of Shelter Hill Subdivision, no structure except driveways or sidewalks may be constructed within 80 feet of the front Lot line;
- B. On all other Lots, all structures except driveways or sidewalks shall be set back at least to the minimum setback required by the Omaha Municipal Code, as amended, for any residence constructed on any such Lot.
- C. Minimum side yards shall be established and maintained in accord with the zoning ordinance applicable to the Lots in accord with the Omaha Municipal Code.

9. In no event shall there be permanent or temporary outside storage or parking of any recreational, commercial, or business vehicle or boat or trailer of any type except that:

- A. A private passenger automobile with no temporary or permanent signs, or a van primarily designed for the transportation of passengers but not cargo and having no temporary or permanent signs or modifications which have increased the original chassis manufacturer's specified length, height, or width may be temporarily or permanently parked on the driveway of any residence, and in addition, at each residence or upon the lot or lots used for each residence, may be stored one only (not one of each type) of these items: a boat mounted on its regular trailer or one recreational vehicle, or one camping trailer, or one travel trailer.
- B. No item permitted by the immediately preceding subsection shall exceed 30 feet in total length, including trailer tongue, except that, upon written application, the Partnership may grant a one year written permit for the outside storage of one such item exceeding 30 feet in length if the Partners shall, after examining the item, the terrain, and the intended method of storage, determine that the outside storage of such an item will not substantially detract from the fair market value of the residence upon which the outside storage is planned or any other residence adjacent thereto;
- C. Any such item stored outside shall be stored on a pad connected to the driveway serving the residence and constructed to the same specifications (except width) as the driveway serving the premises;
- D. Storage of any such item shall be not more than 25 feet in front of the exposed portion of the residence.
- E. No other boats, recreational vehicles, or trailers of any kind or other motorized or towed business or recreational vehicles may be stored outside, or be

regularly parked at any residence or on any Lot unless stored in a fully enclosed garage.

10. Adjacent to each residence may be a gazebo intended primarily for use by persons and not for storage; any such gazebo must be constructed in accord with plans approved by the Partnership and shall be designed and constructed to harmonize with the other structures located or to be located upon the same Lot, and shall be not more than 15 feet in height, width, or length.

11. A swimming pool may be constructed adjacent to each residence in accord with plans and specifications submitted to and approved by the Partnership and in compliance with the requirements of the Omaha Municipal Code as amended; no such swimming pool may have any permanent cover. Any temporary cover for such a swimming pool shall either lay upon the normal water surface of the swimming pool, or shall be a tent-type not more than 15 feet in height covering no more than the swimming pool and swimming pool deck and supported only by air pressure, and any such temporary cover shall be subject to all of the other provisions of these Covenants relating to obstruction of view or access to solar energy. Any such swimming pool may have an above-ground structure no larger in size than is reasonably necessary to house the fixed and mobile equipment necessary for the regular maintenance of the pool water.

12. Adjacent to any residence may be a court constructed in accord with plans approved by the Partnership and meeting the minimum requirements of the Omaha Municipal Code, as amended, and any such court shall have structures or fixtures protruding above surface level only as are reasonably necessary to use the court for the playing of tennis, basketball, or similar games, and any such structure shall be subject to all of the other requirements of these Covenants relating to obstruction of view or access to solar energy.

13. Each residence shall be connected to the nearest public street by a driveway of not less than twenty (20) feet in width at its narrowest point, constructed of poured-in-place Portland cement not less than six (6) inches thick, containing reinforcing mesh or rods, which driveway shall enter the street at only one point.

Before construction of the driveway, a permit shall be obtained from the Douglas County Surveyor's Office which will show the location and width of the proposed driveway in relation to lot lines where said driveway meets the county road. The County Surveyor's Office shall also determine if a culvert is needed, and if so, its location, type, and size. When the county Surveyor's Office determines that a culvert is needed, the Lot owner obtaining the permit shall install, pay for, and thereafter maintain and repair and keep unobstructed, a culvert of the size and type, and at the location, where the culvert is required by the County Surveyor's Office.

14. An easement is hereby granted to The People of the State of Nebraska, through the State of Nebraska and any of its political subdivisions, and to all present and future owners of every lot, for the purpose of surface drainage of runoff water, whether or not accumulated and diverted, across the east or front seventy (70) feet of Lots one (1) through eleven (11); no structures, except driveways having culverts sized and located in accord with the recommendations of the County Surveyor's Office, or subsequent to annexation, the City of Omaha, shall be constructed in the easement, and no trees or shrubs shall be planted or be permitted to grow in the easement and no obstruction to the flow of runoff water shall be placed in the easement.

15. All plumbing lines, electrical lines, telephone lines, or other connections to any type of utility or means of communication shall be buried below the level of the terrain and shall enter the principal structure at a point below the terrain.

16. If perimeter fences are installed, they shall be inset at least six (6) inches but not more than twelve (12) inches from the fenced portion of the perimeter except that the owners of adjacent Lots may give permission that a perimeter fence may be located upon the line dividing Lots and such written permission shall thereafter forever run with the land and bind all successors to the owners granting and receiving such permission. No fence shall extend forward of the front line of the residence on the Lot on which the fence is located.

In any event, any fence shall be built and maintained in compliance with the Omaha Municipal Code.

17. No exterior antenna of any type may be located upon any residence or Lot unless the antenna is either hidden within the residence or garage or disguised within a flagpole, except that the Partnership may approve other forms of exterior antennas constructed and maintained in accord with a written application if the Partnership shall determine that such an antenna shall not materially reduce the fair market value of any residence or Lot at or adjacent to the location of the antenna.

18. At least 80% of the exposed portion of each structure on each Lot, (except roof surfaces and the surfaces of tennis courts or swimming pools and swimming pool decks) shall be constructed or covered with brick, natural stone, cedar or redwood or wood of similar durability, painted wood siding, adobe, annodized or vinyl clad or painted metal, or concrete which has been formed and texturized to resemble brick or natural stone or wood or adobe, or transparent, reflective, or tinted glass, or equivalent material approved by the Partnership.

19. Although landscaping and particularly the planting of suitable trees shall be encouraged, no landscaping shall be placed or permitted to flourish so as to interfere or obstruct the use of solar devices installed by others.

20. No permanent lighting fixtures or portable lighting fixtures designed for regular use shall be installed, used, or maintained, to light any exterior portion of any Lot or structure, except such lighting as shall be reasonably necessary to provide safety in the driveway or at entrances to the residence structure or to permit nighttime use of a pool or court. In no event shall any exterior permanent or portable light fixture be more than seven (7) feet above the level of the terrain at the point at which it is affixed and shall not be situated so as to direct its light upon any other Lot.

21. No animals, livestock, or poultry of any kind shall be raised, bred, or maintained for any commercial purpose; "commercial purpose" shall be defined as maintaining any male breeding animal used in the subdivision for breeding purposes more than twice yearly or maintaining any female breeding animal bearing live young more than once yearly (a multiple birth shall not itself be deemed giving live birth more than once annually), or reproducing any foodstuff not used by the immediate family residing on such Lot. All fences for pets must be located to the rear of the front line of the dwelling.

22. The words and phrases used in these Covenants shall be afforded their general meanings. For convenience and brevity, the following significant words and phrases are defined in this manner:

- A. "Structure" shall mean any fixed item constructed wholly or partly of wood, metal, concrete, natural rock, artificial stone, glass, plastic, fiberglass or any combination thereof.
- B. "Terrain" shall mean the general finished surface grade existing on each Lot at the time of its platting, including hills and swales, but not including minor deviations from the general surface grade; construction of a berm, embankment, retaining wall, or cut shall be a deviation from the terrain.
- C. "Story" and "Level" shall mean areas used for general occupancy, whether for human occupancy or storage, but shall not include garage space, or levels or stairway landings of less than 40 Square Feet; a story or level shall include as much of the structure as is required to allow interior room height not exceeding nine feet, except that one level at each residence may be permitted to have a vaulted ceiling having an interior height of not more than 13 feet at the highest point.

A "story" or "level" is exposed if more than 36" of the vertical height of any part of any wall surrounding the story or level is above the terrain at any point.

- D. Spaces which are finished for human occupancy shall be all those spaces regularly used within the residence for habitation but shall exclude finished or unfinished spaces used for 1) garage, 2) bulk storage other than closets and pantries, 3) storage of lawn and garden maintenance equipment, 4) space devoted primarily to laundries, or 5) spaces devoted primarily to the mechanical systems such as the furnace or air conditioning; spaces used for human occupancy shall include for example, bedrooms, kitchens, bathrooms, stairways and landings between spaces furnished for human occupancy, and dining areas.
- E. "Recreational vehicle" shall mean any motorized vehicle having more than 4 tires, any towed vehicle having more than two tires, any vehicle that has been modified to be longer, higher, or wider than the original manufacturer's specifications, any vehicle that cannot enter a garage door opening 8 feet wide by 10 feet high, any vehicle primarily used to transport property rather than persons, any motorized or non-motorized vehicle more than 8 feet wide or 30 feet in overall length or 10 feet in height measured from level grade to the highest point of the vehicle.
- F. "Width" refers to the horizontal dimension of any structure which most closely parallels the front lot line of the lot(s) upon which the structure is located.
- G. "Depth" refers to the horizontal measurement of any structure which generally parallels the side lot line of the lot(s) upon which the structure is located.
- H. "Height" refers generally to the vertical measurement or any part of any structure.
- I. In measuring width or depth, the actual measurement of the pertinent portion of the structure shall be used, as distinguished from the apparent width or depth as observed from the corresponding lot line; however, height shall be measured in the true vertical plane (for example, an 8' long board standing truly vertical

would reach a height of 8', but the same board at 45% from true vertical would reach a lesser height).

23. Any power given to the Partnership by these Covenants to approve or disapprove structures or exterior storage shall continue only until the first to occur of either a) conveyance of at least 80% of the lots from the Partnership to other persons or organizations, b) the termination of the Partnership, c) January 1, 2000, d) the formation of a corporation having the same powers of approval or disapproval if the corporation is formed by 80% of all of the owners of all of the lots.

24. Each term and provision of these Covenants shall be deemed separate and separable and the invalidity of any term or provision of these Covenants shall not unnecessarily make any other term or provision of these Covenants invalid.

In Witness Whereof, we enact and declare these Restrictive Covenants this March 22, 1985.

SHELTER HILL LIMITED PARTNERSHIP,

By Helen E. Strasser
Helen E. Strasser,
General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22nd day of March, 1985, by Helen E. Strasser, General Partner, on behalf of Shelter Hill Limited Partnership, a partnership.

John A. Richardson
Notary Public



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REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.
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