

DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

The undersigned SKYLINE GOLF CLUB LTD., a Nebraska limited Partnership, hereinafter referred to as "Declarant", being the owner of all of lots 1 through 33 inclusive, Skyline Woods, a Subdivision, located in Douglas County, Nebraska, all as surveyed, platted and recorded in Douglas County, Nebraska and the Declarant being desirous of establishing a general plan for the development and use of the aforescribed property and to secure the enforcement of uniform restrictions and covenants upon the usage and development of said lots, Declarant hereby makes, declares and publishes that all of the aforescribed properties shall be owned, held, sold or conveyed subject to the following restrictions, conditions, reservations and covenants, to-wit:

1. All provisions herein contained shall be binding upon, inure to the benefit of, and apply to the undersigned, its respective successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots until the year 2000, and shall be automatically extended for successive periods of ten (10) years respectively. However, the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant may for a period of twelve (12) years from the date hereof, amend

this document in its full and absolute discretion and thereafter this document may be amended only by an instrument signed by the owners of not less than fifty-one percent (51%) of the aforescribed Lots and any such instrument to be effective must be duly executed and recorded in the manner provided by law for conveyance of real estate.

2. All deeds of conveyance by the undersigned, their respective successors and assigns, or their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot in the aforescribed subdivision shall confer upon and vest in the Declarant or any owner or owners of any lot herein, the right and cause of action to bring and prosecute any and all suits, actions, and proceedings at law or in equity, to prevent or restrain such violation; to recover damages therefor; and to have such other or further relief as a court may deem just and equitable. Nothing herein, however, shall require the Declarant to undertake to enforce these covenants.

3. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, Metropolitan Utilities District, and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair and renew cables, conduits, and other instrumentalities, and to extend wires for the carrying and transmission of electric current for light, heat and power, and for all telephone and telegraph and message service

under a 5-foot strip of land adjoining the rear and side boundary lines of said lots, said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot line easement is granted upon the specific condition that if said utility companies fail to construct wires or conduits along any of said side lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused portions.

4. In order to maintain and establish continuity, integrity, beauty and uniqueness of the development an Architectural Control Committee shall be established. The Committee shall consist of three persons appointed by the Declarant and need not be residents of Skyline Woods initially. Upon resignation of one of the Committee members, the remaining members shall appoint a replacement. Until such appointment is made, the remaining members shall exercise the Committee's authority. All future members, other than the original three members, must be property owners in the development. On January 1, 1987, the Committee must vote to replace any member not living in the development with a resident of Skyline Woods.

5. The Architectural Control Committee shall approve any and all improvements including exterior color schemes, building or architectural plans, specifications of any nature, including grading or landscaping, in regard to the development and any structures to be placed thereon.

The structure or associated structures comprising a residence will consist of a dwelling designed to accommodate a single person or one family group together with household servants of not more than two and one-half stories in height which shall be constructed in compliance with the following restrictions:

A) The ground floor area of every one-story dwelling exclusive of open porches, open breezeways, basements and garages, shall not be less than One Thousand Six Hundred (1,600) square feet.

B) The ground floor enclosed area of every two-story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than Nine Hundred (900) square feet and the first floor and other floors combined shall be not less than One Thousand Nine Hundred (1,900) square feet of floor area.

C) The ground floor enclosed area of every one and one-half story dwelling exclusive of open porches, open breezeways, basements and garages, shall be not less than One Thousand Two Hundred (1,200) square feet and the first and other floors combined shall be not less than One Thousand Nine Hundred (1,900) square feet of floor area.

D) The ground floor enclosed area of every tri-level and/or split-level dwelling including floor area above garage, exclusive of open porches, open breezeways, basements and garages, shall be not less than One Thousand Seven Hundred and Fifty (1,750) square feet.

E) The ground floor enclosed area of every split-entry

type of dwelling with the garage built under the primary living level, shall have a ground floor area, including floor area above the garage, exclusive of open porches, open breezeways, basement and garages, of not less than One Thousand Six Hundred and Fifty (1,650) square feet.

F) The ground floor enclosed area of any other type dwelling not described in the aforementioned paragraphs will be subject to approval or disapproval of the Architectural Control Committee.

G) Notwithstanding any specific restrictions herein, Declarant or its authroized agents, assigns or grantees, may construct multi-family dwelling units of a condominium nature only, within the development if said structures are approved by the Architectural Control Committee and are generally in conformity with the general appearance of the development.

6. The approval or disapproval of the Architectural Control Committee as referred to in Section 5 herein, shall be in writing, signed by a majority of the Committee and mailed to the applicant's last known address. In case of disapproval only, the Committee shall include in its written response a statement of the reasons for disapproval and shall further indicate what the Committee will approve for the subject property.

7. The following use restrictions shall apply to all lots within the development unless waived in writing as to any such lot by the Architectural Control Committee:

A) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and

other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

B) No advertising sign or billboards except one four foot square "For Sale" sign may be placed on any of the lots in the development.

C) No business activity of any kind whatsoever shall be conducted in any structure, or on any portion of the subject premises.

D) Covenants (b) and (c) shall not apply to the business activities, signs and billboards of the Declarant, its agents or assigns during the construction and sale period of the development.

E) No noxious, illegal or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F) No repair or storage of automobiles will be permitted outside of garages on any property at any time, nor will any vehicle offensive to the neighborhood be visibly stored, parked or abandoned in the neighborhood.

G) No boats, camping trailers, snowmobiles, golf carts, auto-drawn trailers of any kind, mobile homes, trucks, jeeps, motorcycles, heavy machinery of any type or aircraft shall be stored outside the garage or be left exposed in any manner on any property at any time. Recreational vehicles may be kept on the premises provided they are fully screened from view (not visible from street or neighboring properties and golf course fairways.)

H) No field crops shall be grown upon any property at any time.

I) No incinerator or trash burner shall be permitted on any property. No fuel tank shall be permitted to remain outside of any dwelling unless fully screened from view. No garbage or trash cans shall be permitted outside of any dwelling unless fully screened from view.

J) No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothes lines shall be permitted outside of any dwelling at any time unless in a screened-in area.

K) Dwellings or module homes shall not be moved from outside of Skyline Woods to any property within this subdivision.

L) Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the Purchaser in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be placed in such a manner that the sidewalk extends from four feet to eight feet from the curbline adjacent to the said sidewalk and driveways. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof. All exposed foundations of each improved lot shall be faced with clayfired brick, stone, or wood to grade. All driveways shall be of concrete from curb to sidewalk. Driveways from

sidewalk to dwelling shall be constructed of concrete, brick, or asphalt materials.

M) The chimneys of all dwellings shall be faced with clayfired brick, stone, or wood. No exposed metal fireplace chimneys will be allowed.

N) All roofs on improved residential lots shall be constructed with wood shake or wood shingle material.

O) A dwelling on which construction has begun must be completed within one (1) year, except where such completion is impossible or would result in great hardship to owner or builder due to strikes, fires, or national emergencies.

P) No structure of a temporary character, outbuilding, or trailer shall be erected upon, or used on, any property at any time as a residence, either temporary or permanently.

Q) No unused building material, junk, or rubbish shall be exposed on any property except during actual building operations.

R) No property owner may golf on the fairways just behind his or her house, nor on any part of the golf course except starting and paying at the clubhouse.

S) No perimeter fencing shall be allowed. However, privacy fencing of a limited nature may be allowed upon approval of the Architectural Control Committee by submission of all plans and specifications relating to the construction thereof.

T) Each lot, shall, where not improved by buildings or paving, be sodded contemporaneously with the completion of improvements on the premises.

U) All plumbing, electrical wiring, telephone service, or other services connecting the house or any structure constructed on the premises to any public utility service shall be placed and located underground.

V) Each lot shall be kept well trimmed and shall be kept free and clear of all disease of any type which may affect the foilage and trees thereon.

W) No trees with trunks over one inch in diameter shall be moved, removed, damaged or destroyed without prior written approval of the Architectural Control Committee.

8. The provisions herein contained are in pursuant of a general plan of improvement and development and each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision.

9. The Declarant and/or the Architectural Control Committee shall have the exclusive right to modify or waive these covenants or restrictions, in whole or in part, or to any lot or lots in cases wherein the Declarant's or Committee's discretion it is deemed such waiver or modification to be necessary or advisable because of special circumstances to prevent hardship or for any other reason considered sufficient herein.

DATED this 30th day of March, 1981.

SKYLINE GOLF CLUB LTD., a Nebraska
Limited Partnership

By: Seb. A. Circo
Seb. A. Circo, General Partner

By: Dennis P. Circo
Dennis P. Circo, General Partner

WITNESS:

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Beverly J. Drive
Sharon J. Schmahl

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, on this 30th day of March, 1981, personally came SEB A. CIRCO and DENNIS P. CIRCO, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

B. J. M. Kristlik
Notary Public
GENERAL
EXPIRES
MARCH 12, 1983
STATE OF NEBRASKA

41 June.
RECEIVED
1981 APR 10 PM 2:43

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

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DATE 02.01.81

FILED 38.25
INDEXED
CORRECTED
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