

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants 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 until January 1, 2000:

Lots One (1) through Two Hundred Forty One (241) inclusive, in Stonecroft, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, 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 prevent him or them from so doing or to recover damages or other dues 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. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes.

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.

C. No trailer, basement, tent, shack, garage, barn or other out-building 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. Once construction of a dwelling has been commenced, outside framing of same must be completed within twelve (12) months thereafter. Pre-existing dwellings constructed in another addition or location shall not be moved to any lot within this addition. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained

for any commercial purpose.

D. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. All cars parked in any driveway or on any street must be in running condition with all tires inflated, and no outside repair of any automobile will be permitted. Outside trash containers are prohibited unless enclosed in a fully fenced-in area. Fences located around the perimeter of the yard cannot extend any closer to the front lot line than the front yard building setback line.

E. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four feet back of the street curb line, and shall be completed before occupancy or use of the main structure.

F. The following building restrictions for single-family dwellings shall apply to said lots:

(1) The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 800 square feet on the main floor for a one-story house or a bi-level house (below grade space will not be counted when computing square footage for a one-story house); 800 square feet throughout the house for a tri-level or split-level house; 1000 square feet throughout the house for a two-story house. The foundation walls for all houses must enclose a ground area of not less than 500 square feet. In addition, each single-family dwelling shall provide fully enclosed parking space for at least one (but not more than three) cars.

(2) The following lot minimums shall apply: Minimum area of building plot: 6,000 square feet. Minimum front yard: 25 feet. Minimum side yard for main residential structure: 5 feet. Minimum rear yard: 25 feet.

G. Notwithstanding the provision of Paragraph F (2), the restrictive provisions for lot area and front, side and rear yards shall automatically be amended as to any lot for which the proper administrative or governing body of a city or county shall determine and permit a lesser area or distance.

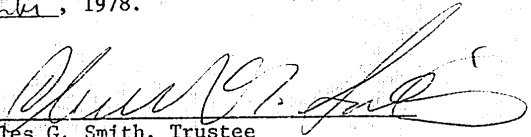
H. Prior to any construction or grading on residential lots, the owner must first submit construction plans to the undersigned and secure his written approval thereof. Plans shall include site plans showing

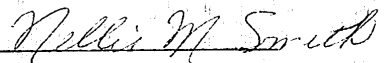
location of residence, other buildings and structures. Said plans shall include exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, and drainage plan. Plans will not be returned to the owner. Within fourteen days after receipt of said plans, the undersigned shall either notify the owner in writing of its approval of plans or disapproval with reasons thereof, but if undersigned shall fail to send either notice within the fourteen day period, then such plans shall be deemed approved.

I. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until Charles G. Smith, one of the undersigned, has given his written approval therefor. The restriction of this paragraph shall terminate January 1, 1981.

J. All lots, whether developed or undeveloped, shall be kept mowed at the expense of the owner of the lot. If in the opinion of Charles G. Smith, one of the undersigned (herein called Developer), a lot, whether developed or undeveloped, needs mowing, said Developer at its option may mow said lot or have said lot mowed. In such event, the Developer shall be entitled to recover the reasonable cost or charge for such mowing from the record title-holder of said lot and may bill the owner for the same. If said bill is not paid within thirty (30) calendar days after the date said bill was mailed to the record title-holder, the Developer may record an affidavit setting forth the appropriate facts and compliance with the procedure as outlined in this paragraph, and said unpaid bill shall constitute a lien against said lot. Said unpaid bill shall bear simple interest at the rate of nine per cent (9%) per annum from the date of recording until paid. The Developer shall have the power to release any such lien.

IN WITNESS WHEREOF, Charles G. Smith and Nellie M. Smith, husband and wife, being the owners of all said real estate, have executed these covenants this 7th day of December, 1978.

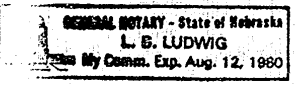

Charles G. Smith, Trustee


Nellie M. Smith

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On the day and year last above written, before me, the undersigned,
a Notary Public, in and for said County, personally came CHARLES G. SMITH
and NELLIE M. SMITH, husband and wife, to me personally known to be the
identical persons whose names are affixed to the above Restrictive Covenants,
and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day
and year last above written.



L. G. Ludwig
Notary Public

My Commission Expires:
8/12/60