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By

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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**PROTECTIVE COVENANTS**

The undersigned, CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots One (1) through Forty-eight (48), inclusive, Fifty-five (55) through One Hundred Forty-five (145), inclusive, and Lots One Hundred Sixty-four (164) through One Hundred Seventy (170), inclusive, in CHERRY RIDGE WEST TWO, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and Lots One (1) through Twenty-four (24), inclusive, in CHERRY RIDGE WEST TWO REPLAT 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, does hereby create, adopt, declare and establish the following restrictions upon the above described properties.

1. Permitted Uses. 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. No dog runs shall be permitted.

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. The sidewalks shall be placed four feet back of the street curb line.

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Cherry Ridge West Two - Douglas - ATV

9. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property shall conform to the zoning requirements of the City of Omaha and the building code requirements of the City of Omaha.

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. Sod. A minimum of 3,000 square feet of sod shall be laid in all yards.

14. 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 approval 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.

15. Excessive Slopes. The Cherry Ridge West Two and Cherry Ridge West Two Replat One subdivisions may contain slopes which may be excessive and/or difficult to maintain, including but not limited to Lots 1 - 15, inclusive, and Lots 36 - 48, inclusive, all in Cherry Ridge West Two and Lots 8 - 24, inclusive, all in Cherry Ridge West Two Replat One. All owners of such lots hereby agree to hold Declarant, its successors and assigns, harmless from any responsibility or liability arising therefrom.

16. Utility, Pipeline and Other Easements. Easements encumber some or all of the real property within Cherry Ridge West Two and Cherry Ridge West Two Replat One, 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 and side boundary lot lines, except as shown on the plat to avoid the Williams pipeline easement;

b. an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots, except as shown on the plat to avoid the Williams pipeline easement; 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 Metropolitan Utilities District, 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 streets;

d. a perpetual easement, as designated on the plat of Cherry Ridge West Two, is reserved in favor of the Papio-Missouri Natural Resources District, the City of Omaha, Sanitary and Improvement District No. 380, its successors and assigns, to enter the sewer and drainage channel easement area set forth on the plat of Cherry Ridge West Two which affects Lots 1 - 15, inclusive, and Outlot A, all in Cherry Ridge West Two;

e. a permanent 20' wide storm sewer easement is reserved in favor of Sanitary and Improvement District No. 380 of Douglas County, Nebraska and the City of Omaha which affects Lots 168, 169 and 170, all in Cherry Ridge West Two;

f. a permanent drainage and storm sewer easement is reserved in favor of Sanitary and Improvement District No. 380 of Douglas County, Nebraska, its successors and assigns, which affects Lot 8, Cherry Ridge West Two, as more particularly set forth in Book 1332 Page 174 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska;

g. a permanent water line easement is reserved in favor of the owners of Lots 1, 2, 3, and 4, Cherry Ridge West Two, their successors and assigns, which affects Lot 1, Cherry Ridge West Two, as more particularly set forth in Book 1332 Page 172 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska;

h. a permanent 5' wide roadway and grading easement is reserved as set forth on the Cherry Ridge West Two plat which affects Lots 19 - 25, inclusive, all in Cherry Ridge West Two;

i. a permanent 10' wide roadway and grading easement is reserved as set forth on the Cherry Ridge West Two plat which affects Lots 31 and 32 in Cherry Ridge West Two;

j. a permanent right-of-way easement was granted on or about May 25, 1999 in favor of Omaha Public Power District which affects Lots 1 - 10, inclusive, and Lots 18 - 24, inclusive all in Cherry Ridge West II Replat One as more particularly set forth in said easement document recorded of record at Book 1317 Page 003 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska;

k. a permanent easement and right-of-way was granted on or about January 6, 1999 in favor of Metropolitan Utilities District of Omaha which affects the north ten (10') feet of Lot 45, Cherry Ridge West Two as more particularly set forth in said easement document recorded of record at Book 1278 Page 606 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska;

l. a permanent right-of-way easement was granted on or about May 25, 1999 in favor of Omaha Public Power District which affects Lots 37 - 46, inclusive, in Cherry Ridge West Two as more particularly

set forth in said easement document recorded of record at Book 1301 Page 377 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska;

m. a permanent right-of-way easement was granted on or about May 25, 1999 in favor of Omaha Public Power District which affects a fifteen (15') foot wide strip abutting the front boundary lines of Lots 164 - 167, all in Cherry Ridge West II Addition as more particularly set forth in said easement document recorded of record at Book 1295 Page 619 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska;

n. a permanent easement and right-of-way was granted on or about May 2, 1999 in favor of Metropolitan Utilities District of Omaha which affects the easterly twelve (12') feet of the southerly twelve (12') feet of Lot 165, the westerly twelve (12') feet of Lots 166 that abuts Mary Circle, the westerly twelve (12') feet of Lot 167 that abuts Mary Circle, the westerly twelve (12') feet of the northerly twelve (12') feet of Lot 168, all in Cherry Ridge West Two as more particularly set forth in said easement document recorded of record at Book 1294 Page 025 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska;

o. other easements, as may be set forth on the Cherry Ridge West Two plat and the Cherry Ridge West Two Replat One plat.

No permanent buildings or retaining walls or loose rock walls shall be placed in the said easement ways, but 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.

A perpetual easement is hereby reserved in favor of and granted to Williams Pipe Line Co., its successors and assigns, to construct, operate, maintain, repair and renew pipelines, on over, through, under and across portions of Lot 8, Lots 43 - 44, Lots 55 - 68, inclusive, Lots 113 - 124, inclusive, and Lots 127 - 145, inclusive, all within Cherry Ridge West Two, as more particularly described in the Cherry Ridge West Two Plat. No buildings, houses, improvements, trees, structures or obstructions of any kind shall be erected, constructed or created on, above or below the surface of the ground on said easement way, or change the grade thereof, or cause or permit such construction work or acts to be done by others, without the express written permission of Williams Pipe Line Co., except as follows: Fences shall be permitted to run parallel with pipelines as long as they are a minimum of ten (10') feet from pipelines. Four (4') foot tall or shorter picket or chain link fences may be allowed to cross over the pipelines as long as they extend ten (10') feet or more beyond the pipelines. Fence posts shall not be permitted directly above pipelines. Privacy fences are strictly prohibited. Williams Pipe Line Co.'s representative shall be contacted a minimum of forty-eight (48) hours prior to construction by phoning Williams Pipe Line Co.'s Coordinator of Operations and Maintenance, Dan Egner, at 402-342-5476 (office) or 402-677-2996 (cell phone) or such other representatives that Williams Pipe Line Co. may from time-to-time appoint.

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.

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 of 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 Douglas 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 Douglas 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 areas and otherwise promoting and sustained the association's business.

22. 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 1<sup>st</sup> day of May 2000.

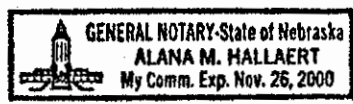
CELEBRITY HOMES INC.

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

STATE OF NEBRASKA )

COUNTY OF DOUGLAS )

) ss.



On this 1<sup>st</sup> day of May 2000, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.

*Alana M. Hallaert*  
Notary Public