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PROTECTIVE COVENANTS

The undersigned, ROBERT C. DOYLE, TRUSTEE, (hereinafter referred to as "Owner"), is the owner of the following described real property:

Lots 1 through 117, inclusive, in Winchester Hilltop, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Owner hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with said lots, and shall be binding on all parties having or acquiring any right, title or interest in them, and shall inure to the benefit of each owner thereof.

1. All of the said lots above described, now and in the future, shall be used only for single family residential lots, and not more than one single family dwelling with garage shall be erected, altered, placed or permitted to remain on any one of said lots and such dwelling shall not exceed two and one-half (2 1/2) stories in height together with private garage, attached breezeways and other outbuildings incidental to residential use, provided, however, that it shall be permissible to use an area greater than one lot as the site for one said residential building together with private garage, attached breezeways and other outbuildings incidental to residential use. The term "lot" as used herein, shall mean a lot as now platted, the total width of the front lot line of either of the lots comprising a part of such parcel.

2. The enclosed area of every single family dwelling, including, but not limited to, ranch, split-level, step-up, and raised ranch homes, exclusive of open breezeways, basements and garages, shall not be less than One Thousand Twenty-Seven (1,027) square feet. All dwellings shall have no less than an attached or built-in double-car garage. The front side of all dwelling foundations shall have a brick finish and if any other portion of the dwelling's foundation shall be exposed, such portion shall be painted to match the exterior color of the dwelling.

3. No noxious 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. No lot shall be used or maintained as a dumping ground or place for rubbish, trash, garbage or other waste. All incinerators, containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

4. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, either temporarily or permanently. 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. No fence shall be erected or permitted to remain on any lot in front of the minimum building setback line applicable thereof. No dog runs shall be permitted.

5. Public concrete sidewalks, four feet wide and four inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof.

6. All exposed foundations of homes constructed on said lots shall be painted in such color or colors as to harmonize with the paint, stain or color of the house so constructed.

7. Immediately after completion of construction of all improvements on any lot, the lot shall be fine graded and seeded, and owner of said lot will be responsible for maintaining an attractive, well cut and trimmed yard as nearly weed-free as possible.

8. 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, outside trash containers are prohibited unless enclosed in a full fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yards building setback line. 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.

9. 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.

10. Celebrity Homes, Inc./Construction Sciences, Inc., their successors, and/or assigns shall be allowed to operate and maintain model homes in the subdivision. The right does not expire with the sale of the last buildable lot in the subdivision.

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

12. The provisions herein contained shall be binding upon, inure to the benefit of and apply to the undersigned, his respective

successors and assigns, and his grantees, both immediate and remote, and shall run with the land for the benefit of and as burden upon all subsequent owners of each of said lots until January 1, 2012, at which time said provisions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, his respective successors and assigns, or his grantees whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provisions hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot 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 relief and remedies as law or equity may allow.

13. The provisions herein contained are in the pursuance of a general plan of improvement and development; each provision is several and separable, and an invalidation of any such provision shall not affect the validity of any other provision. Owner reserves and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots in cases where in Owner's discretion, Owner deems such modification or waiver to be necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by Owner.

14. All rights powers and privileges herein reserved by or vested in Owner shall in all respects inure and apply to Owner's respective successors and assigns so long as such rights, powers and privileges are specifically assigned by Owner.

15. Nothing herein contained shall in any way be construed as imposing under the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed this 18<sup>th</sup> day of February, 1992.

OWNER:  
Robert C. Doyle  
Robert C. Doyle, Trustee

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 18 day of February, 1992, the foregoing instrument was acknowledged before me by Robert C. Doyle, Trustee.

Dorothy M. Mellor  
Notary Public

