

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.

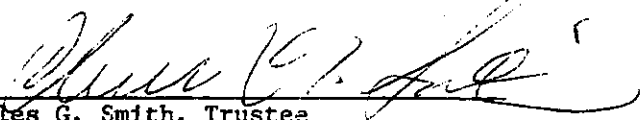
H. Prior to any construction or grading on residential lots, the owner must first submit construction plans to the undersigned and secure his written approval thereof. Plans shall include site plans showing

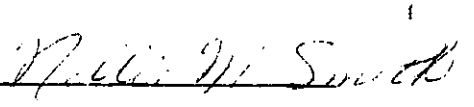
location of residence, other buildings and structures. Said plans shall include exterior elevations, exterior materials, floor plan, foundation plan, plot plan, landscaping plan, and drainage plan. Plans will not be returned to the owner. Within fourteen days after receipt of said plans, the undersigned 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.

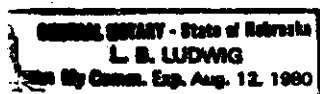

Charles G. Smith, Trustee


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.



[Handwritten signature]
Notary Public

My Commission Expires:

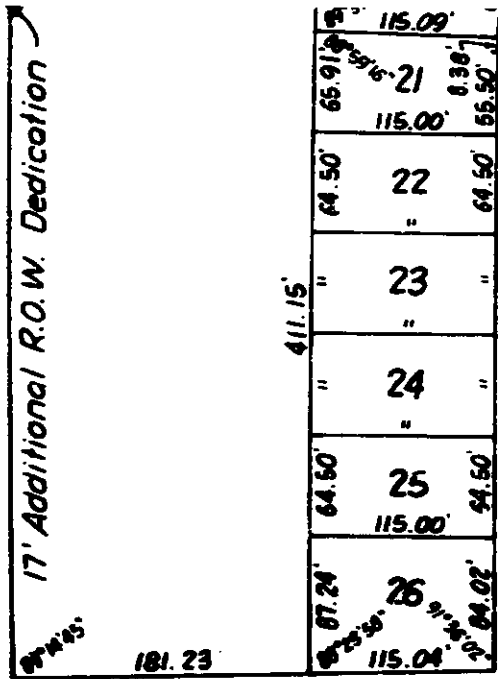
5/12/80

Of Sec. 10-13-13

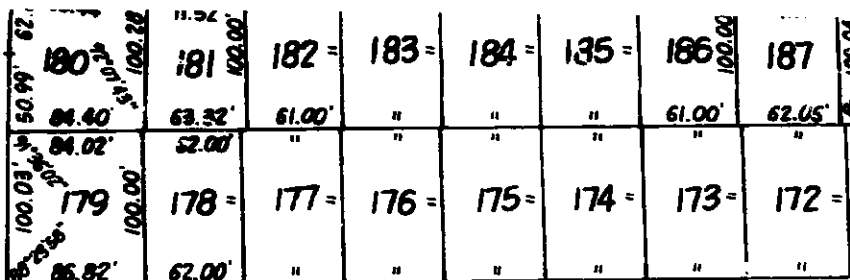
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N 00° 00' 00"

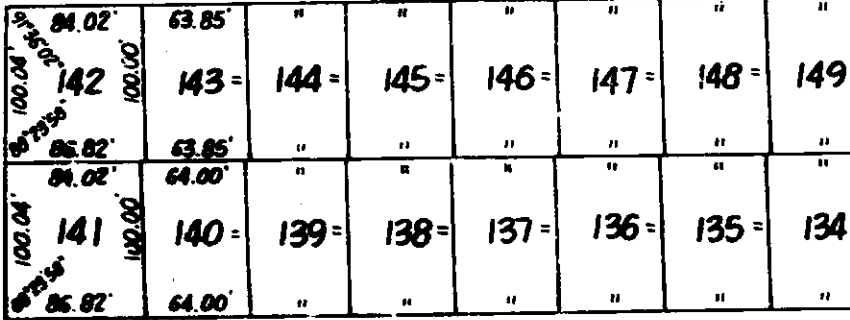
17' Additional R.O.W. Dedication



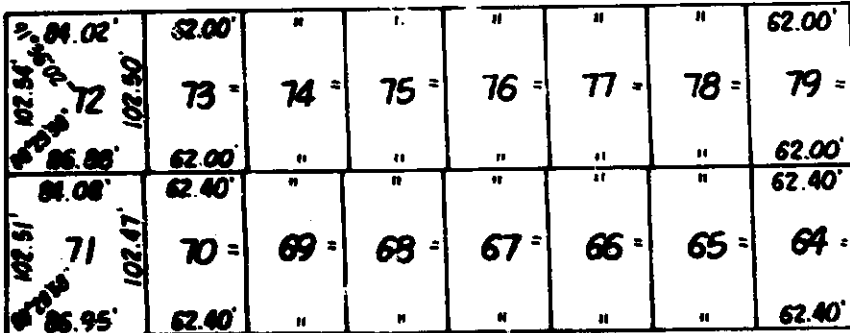
24 TH



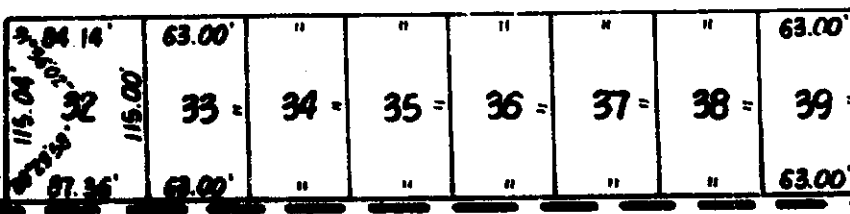
BRIGHTON



NOTTINGHAM



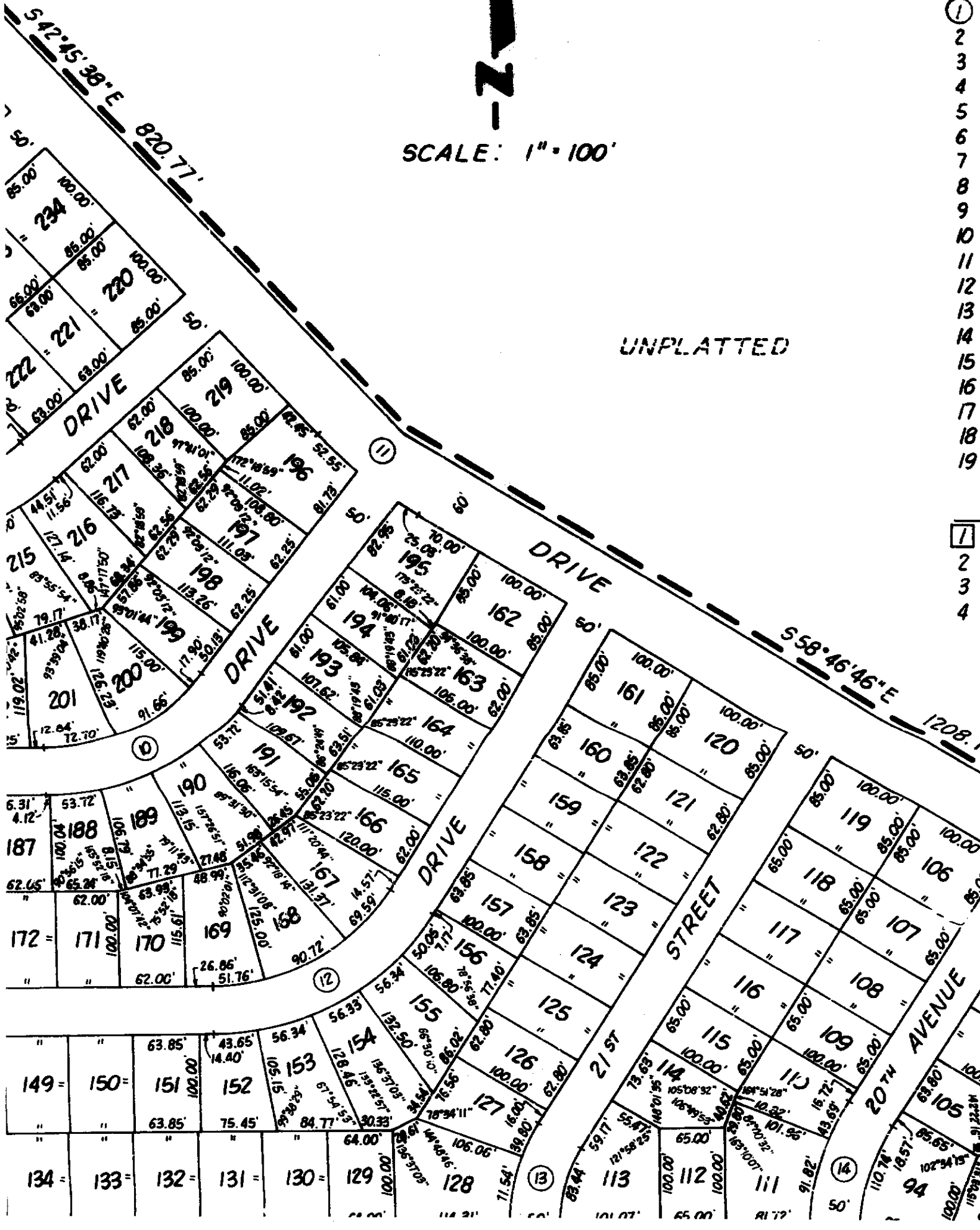
WHITTED



STC



SCALE: 1" = 100'



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STON

PART C
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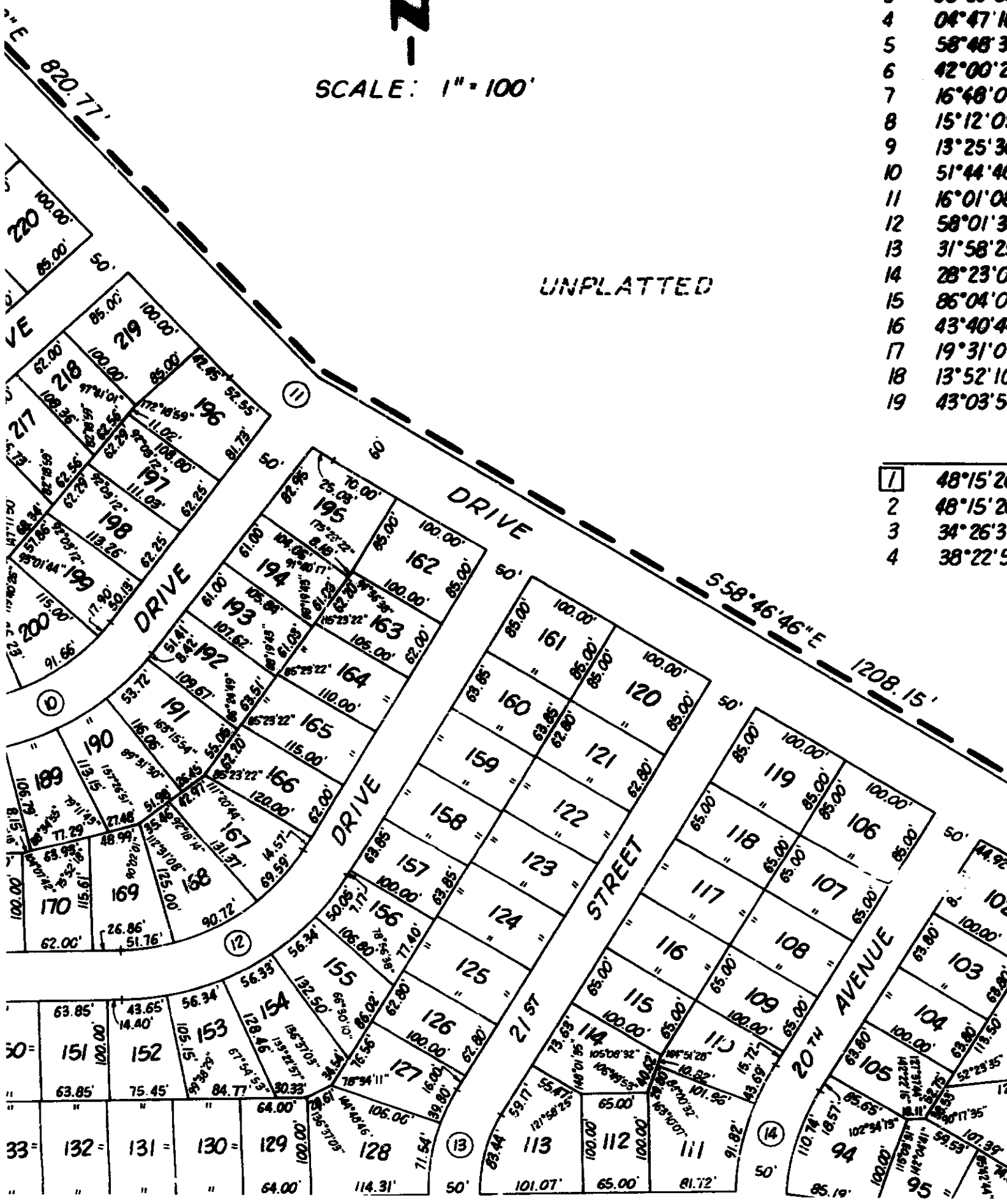


SCALE: 1" = 100'

UNPLATTED

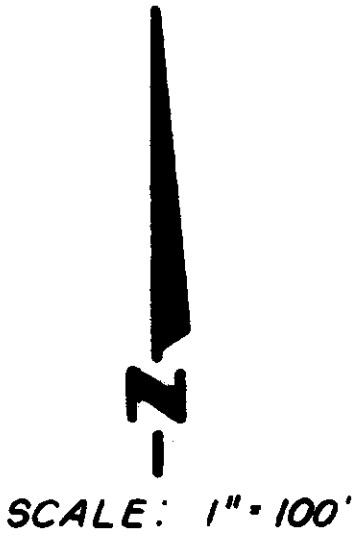
NO.	Δ
①	48°15'20"
2	28°55'40"
3	66°33'50"
4	04°47'10"
5	58°48'30"
6	42°00'20"
7	16°48'00"
8	15°12'00"
9	13°25'30"
10	51°44'40"
11	16°01'00"
12	58°01'30"
13	31°58'20"
14	28°23'00"
15	86°04'00"
16	43°40'40"
17	19°31'00"
18	13°52'10"
19	43°03'50"

①	48°15'20"
2	48°15'20"
3	34°26'30"
4	38°22'50"



STONED

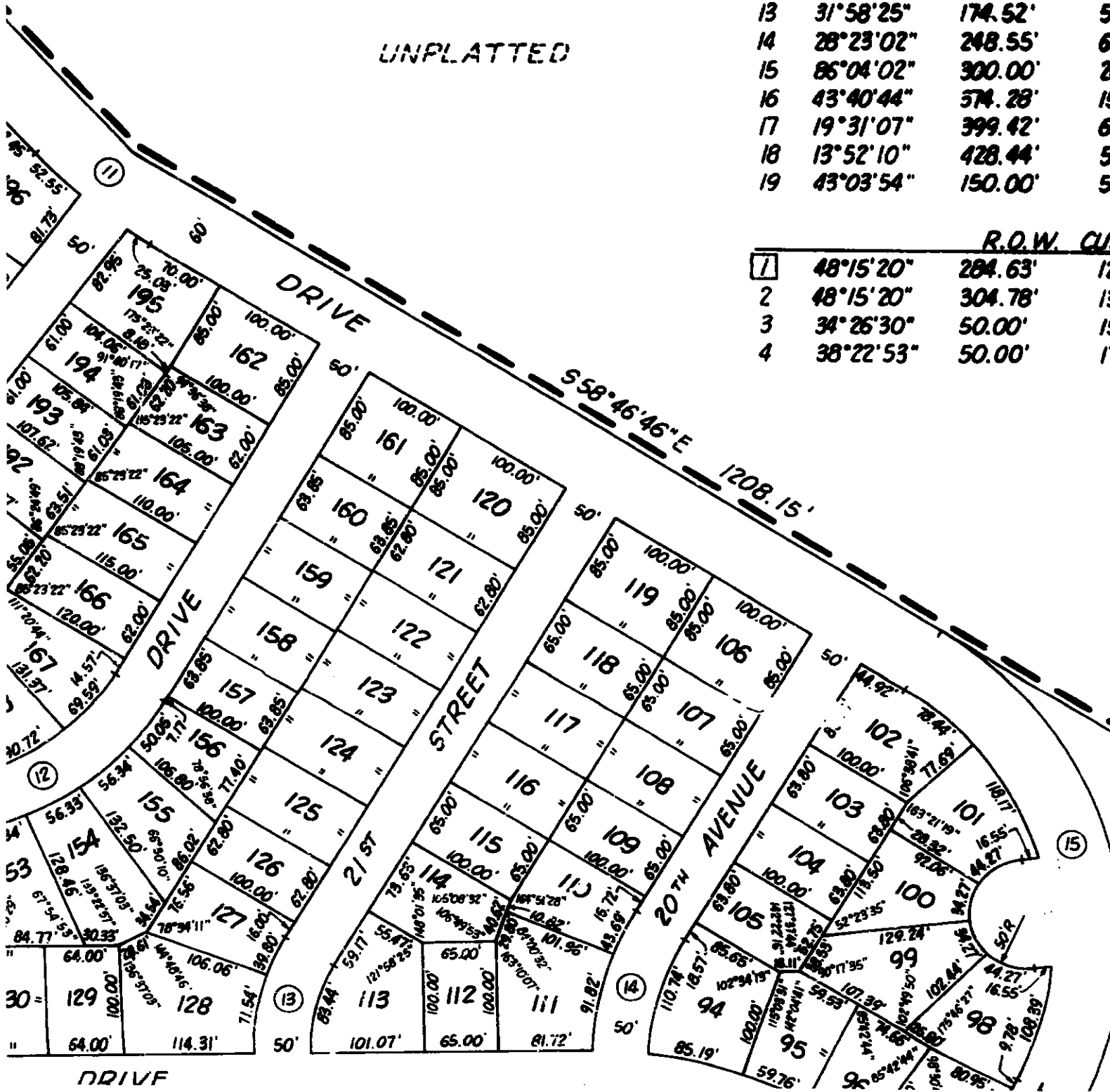
PART OF THE NW 1/4
T13N, R13E OF
SARPY COUNTY

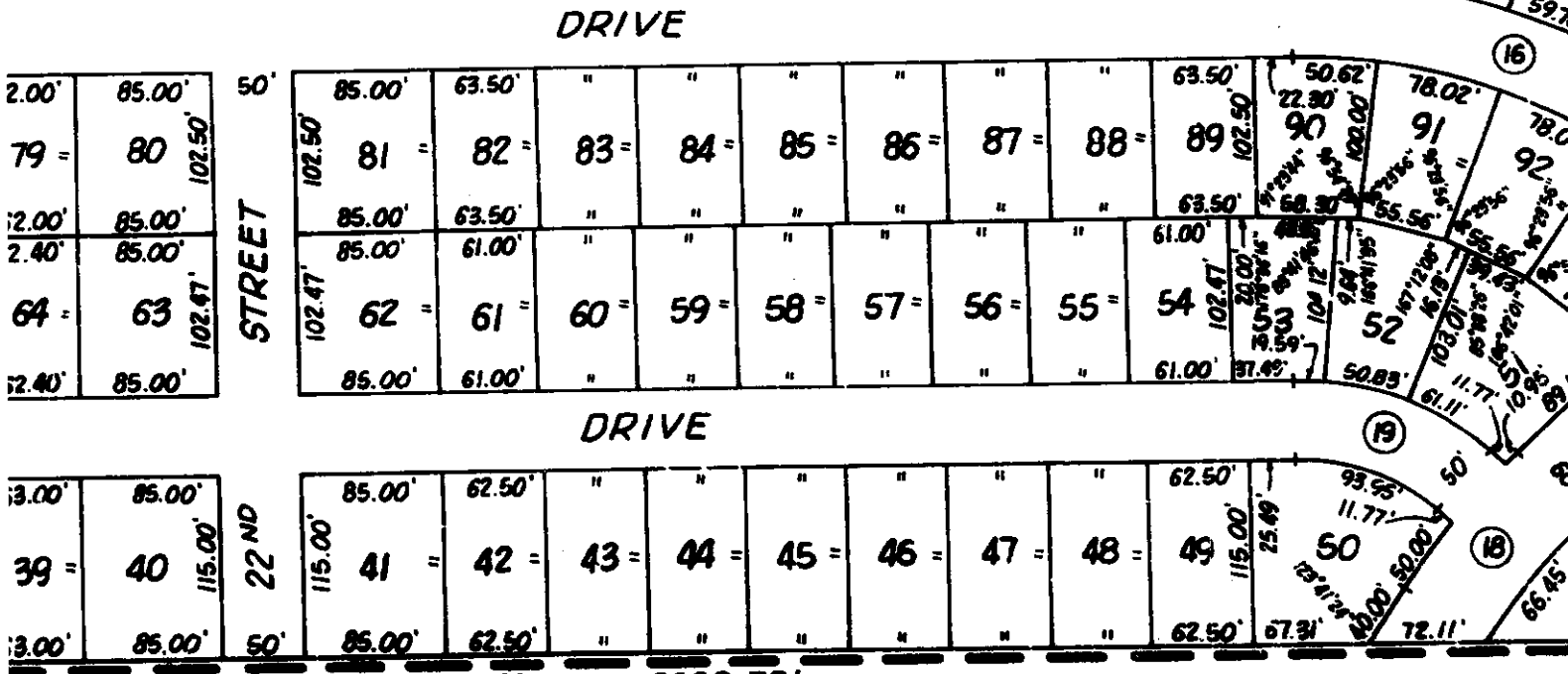
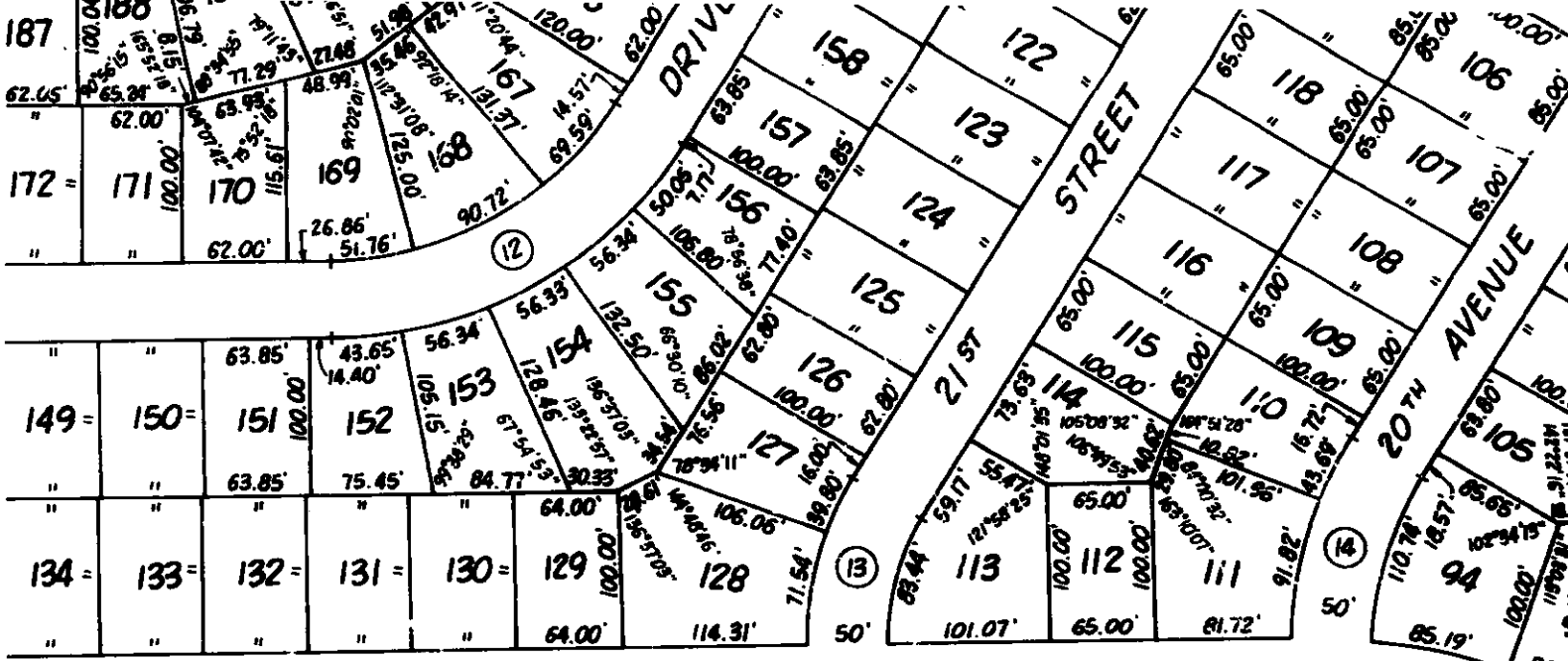


UNPLATTED

NO.	Δ	R	E CU
1	48°15'20"	294.71'	13
2	28°55'40"	300.00'	7
3	66°33'58"	300.00'	15
4	04°47'18"	837.11'	3
5	58°48'34"	150.00'	8
6	42°00'27"	280.46'	10
7	16°48'07"	299.99'	4
8	15°12'05"	449.64'	6
9	13°25'36"	285.01'	3
10	51°44'40"	226.82'	11
11	16°01'08"	426.41'	6
12	58°01'35"	234.00'	13
13	31°58'25"	174.52'	5
14	28°23'02"	248.55'	6
15	86°04'02"	300.00'	2
16	43°40'44"	574.28'	15
17	19°31'07"	399.42'	6
18	13°52'10"	428.44'	5
19	43°03'54"	150.00'	5

	R.O.W. CU
1	48°15'20" 284.63'
2	48°15'20" 304.78'
3	34°26'30" 50.00'
4	38°22'53" 50.00'





S 89° 14' 49" W 2608.72'

UNPLATTED

FILED FOR RECORD 6-
PAGE 10 C



COUNTY SURVEYOR APPROVAL

I, Norman Whitney, hereby approve of the survey and subdivision of the described property as shown on this plat.

Date May 11, 1977

Norman Whitney
Norman Whitney
Sarpy County Surveyor



BELLEVUE CITY COUNCIL ACCEPTANCE

This plat of Stonecroft the lots numbered as shown was approved by the City Council of Bellevue on this 13th day of May, 1977.

Robert M. Harwood
Mayor

ATTEST: Mary Strubbe

STONECROFT

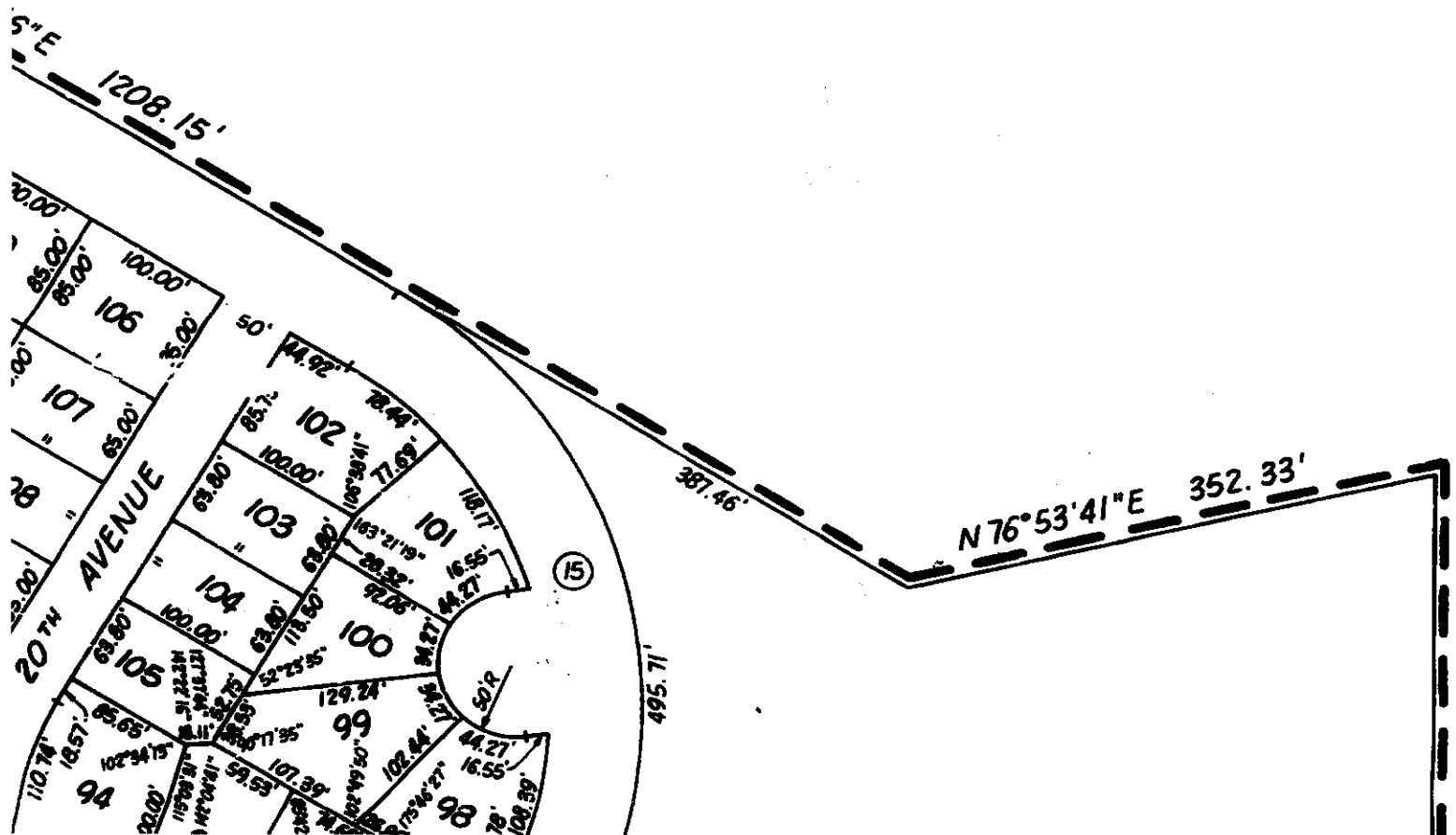
PART OF THE NW 1/4 OF SECTION 10
T13N, R13E OF THE 6TH P.M.,
SARPY COUNTY, NEBR.

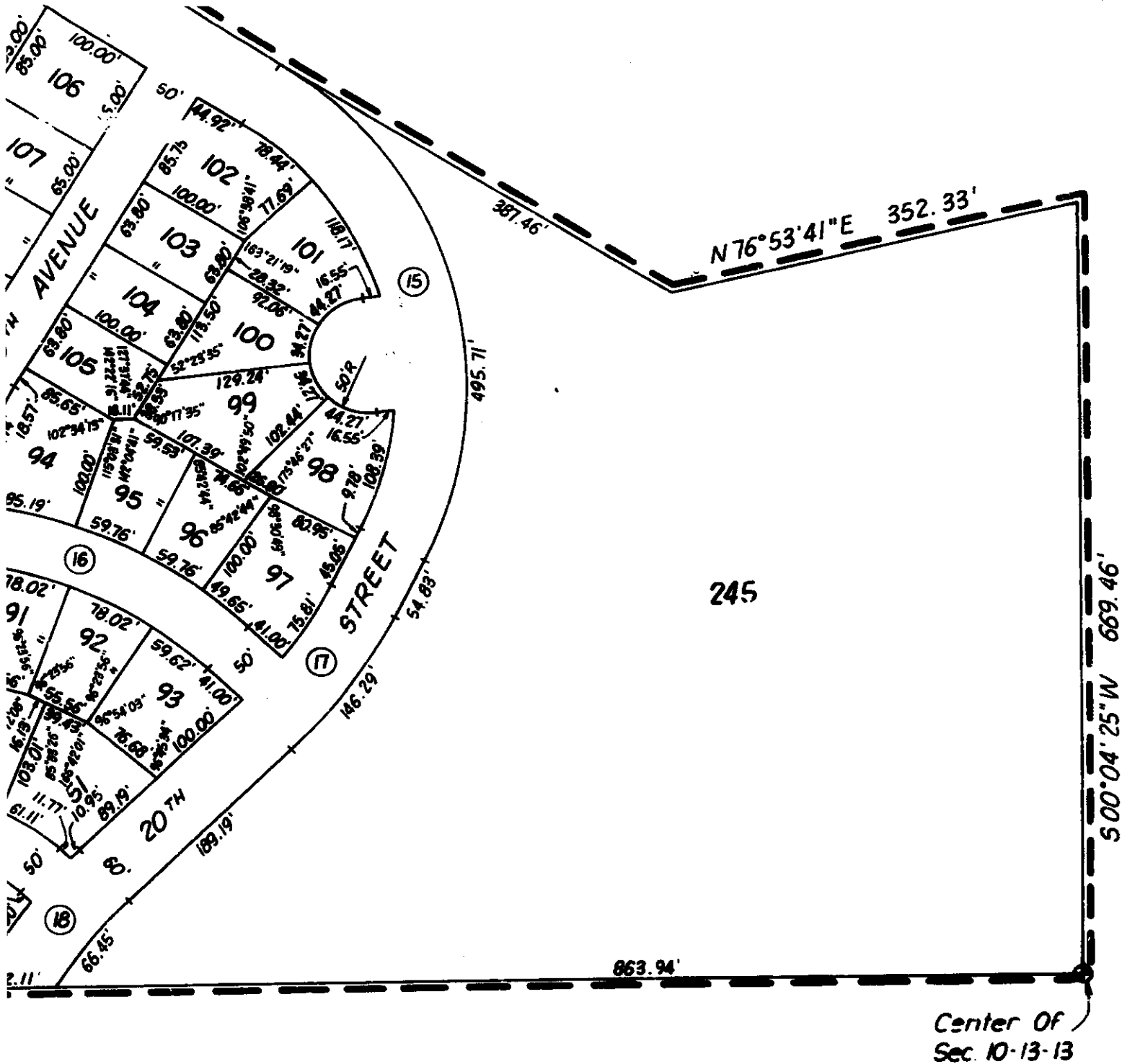
E CURVE DATA

NO.	Δ	R	T	L	D
①	48°15'20"	294.71'	132.00'	248.21'	19.44142°
2	28°55'40"	300.00'	77.38'	151.47'	19.09860°
3	66°33'58"	300.00'	196.94'	348.54'	19.09860°
4	04°47'18"	857.11'	35.00'	69.96'	6.84448°
5	58°48'34"	150.00'	84.54'	153.96'	38.19720°
6	42°00'27"	280.46'	100.00'	190.96'	21.99792°
7	16°48'07"	299.99'	44.30'	87.97'	19.09924°
8	15°12'05"	449.64'	60.00'	119.30'	12.74259°
9	13°25'36"	285.01'	33.55'	66.79'	20.10308°
10	51°44'40"	226.82'	110.00'	204.84'	25.26047°
11	16°01'08"	426.41'	60.00'	119.22'	13.43679°
12	58°01'35"	294.00'	130.00'	237.39'	24.48538°
13	31°58'25"	174.52'	50.00'	97.39'	32.83051°
14	28°23'02"	248.55'	62.86'	123.13'	23.05202°
15	86°04'02"	300.00'	280.08'	450.65'	19.09860°
16	43°40'44"	574.28'	150.00'	285.33'	15.30827°
17	19°31'07"	399.42'	68.70'	136.07'	14.34475°
18	13°52'10"	428.44'	52.11'	103.71'	13.37312°
19	43°03'54"	150.00'	59.18'	112.74'	38.19720°

R.O.W. CURVE DATA

NO.	Δ	R	T	L	D
①	48°15'20"	284.63'	127.49'	239.72'	20.12992°
2	48°15'20"	304.78'	136.51'	256.69'	18.79907°
3	34°26'30"	50.00'	15.50'	30.06'	114.59160°
4	38°22'53"	50.00'	17.40'	33.49'	114.59160°





245

Center Of
Sec. 10-13-13

RECORD 6-2-77 9:30A IN BOOK 7 OF Plate
C. C. & H. Hubler REGISTER OF DEEDS SARPY COUNTY NEB. 64.50

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

This plat of Stonacroft the lots numbered as shown was approved by the City Planning Commission on this 23 day of May, 1977.

Burton H. Parker
 Chairman of City Planning Commission

COUNTY TREASURER CERTIFICATE

I hereby certify that the records of my office show no taxes due or delinquent upon the property described in the certificate of survey as of this 23rd day of May, 1977.

Harold A. Ingan
 Sarpy County Treasurer

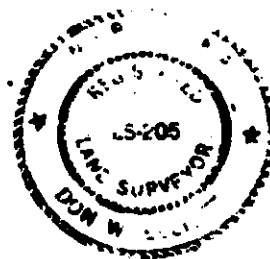
Rec. # 66747

SURVEYOR'S CERTIFICATE

I the undersigned land surveyor of the State of Nebraska do hereby certify that I have made a boundary survey of the subdivision described herein and that permanent markers have been placed on the boundary and that iron pipes will be placed at all corners of all lots, streets, angle points and ends of all curves in Stonecroft (Lots 1 thru 245, inclusive), a subdivision located in part of the NW 1/4 of Section 10, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, were particularly described as follows:

Commencing at the Southwest corner of said NW 1/4 of Section 10; thence $N89^{\circ}14'49''E$ (assumed bearing) along the South line of said NW 1/4 of Section 10, a distance of 33.00 feet to a point on the East right-of-way line of 25th Street, said point also being the Point of Beginning; thence $N00^{\circ}00'04''E$, along said East right-of-way line of 25th Street, a distance of 1843.90 feet; thence $S88^{\circ}57'47''E$, along said East right-of-way line of 25th Street, a distance of 27.00 feet; thence $N00^{\circ}00'04''E$, along said East right-of-way line of 25th Street, a distance of 69.31 feet; thence $S88^{\circ}16'19''E$, a distance of 551.53 feet; thence Southeasterly, on a curve to the right with a radius of 138.41 feet, a distance of 109.94 feet; thence $S42^{\circ}45'30''E$, a distance of 820.77 feet; thence $S58^{\circ}06'46''E$, a distance of 1288.15 feet; thence $N76^{\circ}53'41''E$, a distance of 352.33 feet to a point on the East line of said NW 1/4 of Section 10; thence $S00^{\circ}04'25''W$, along said East line of the NW 1/4 of Section 10, a distance of 649.46 feet to the Southeast corner of said NW 1/4 of Section 10; thence $S89^{\circ}14'49''W$, along said South line of the NW 1/4 of Section 10, a distance of 2608.72 feet to the Point of Beginning.

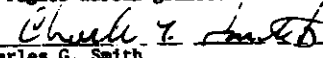

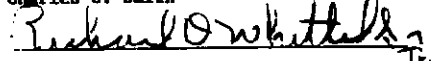
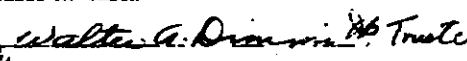

 Don W. Elliott L.S. 205 Date 4-21-77

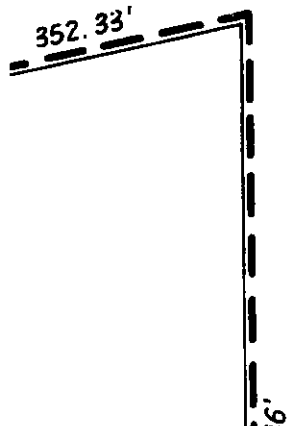


DEDICATION

Known by all these presents, we Charles G. Smith and Nellie K. Smith husband and wife, owners, and Richard D. Whittell, Sr., Trustee & Walter A. Dimmock, Trustee

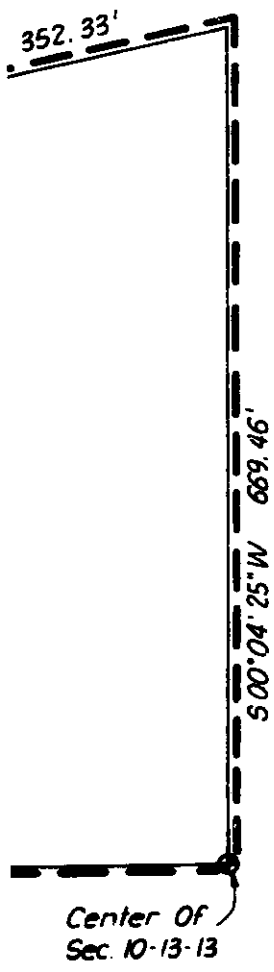
Mortgagees of the property described in the certification of survey and embraced within this plat have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as Stonecroft and we do hereby ratify and approve of the disposition of our property as shown on this plat, and we do hereby dedicate to the public for public use the streets and easements as shown on this plat. We do further grant a perpetual Easement to the Omaha Public Power District, and N.W. Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, crossarms, down guys and anchors, 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 for the transmission of signals and sounds of all kinds and the reception thereof, on, over, through, under and across a Five (5') foot wide strip of land abutting all front and side boundary lot lines; an Eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a Sixteen (16') foot wide strip of land adjoining 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 (16') foot wide Easement will be reduced to an Eight (8') foot wide strip when the adjacent land is surveyed, platted and recorded if said Sixteen (16') foot Easement is not occupied by utility facilities and if requested by the owner. No permanent buildings, trees, 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.


 Charles G. Smith 
 Nellie K. Smith
 
 Richard D. Whittell, Sr. Walter A. Dimmock Trustee



We do further grant a perpetual Easement to the Omaha Public Power District, and N.W. Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, crossarms, down guys and anchors, 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 for the transmission of signals and sounds of all kinds and the reception thereof, on, over, through, under and across a Five (5') foot wide strip of land abutting all front and side boundary lot lines; an Eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a Sixteen (16') foot wide strip of land adjoining 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 (16') foot wide Easement will be reduced to an Eight (8') foot wide strip when the adjacent land is surveyed, platted and recorded if said Sixteen (16') foot Easement is not occupied by utility facilities and if requested by the owner. No permanent buildings, trees, 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.

Charles G. Smith Nellie M. Smith
 Charles G. Smith Trustee Nellie M. Smith
Richard D. Whittaker Walter A. Dierman
 Richard D. Whittaker Trustee Walter A. Dierman Trustee



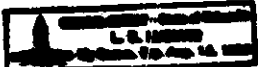
Center Of
 Sec. 10-13-13

ACKNOWLEDGEMENT OF NOTARY
 STATE OF NEBRASKA)
) ss.
 COUNTY OF SARPY)

On this 23 day of May, 1977, before me, the undersigned, a Notary Public in and for said County personally came Charles G. Smith, & Nellie M. Smith, husband and wife, and Richard D. Whittaker & Walter A. Dierman, Trustees

to me personally known to be the identical persons whose names are affixed to the dedication on this plat and acknowledged the execution thereof to be their voluntary acts and deeds.

Witness my hand and Notarial Seal at Bellevue, Nebraska, in said County the day and year last above written.



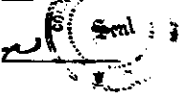
L. B. Ludwig
 Notary Public

My Commission expires the 14th day of Aug, 1980.

City Planning

Richard D. Whittaker
 Trustee

Liquor, open
 day of



#7691

ELLIOTT & ASSOCIATES
 100 8801 BLDG. - 8801 W. CENTER RD. - OMAHA, NE. 68114 - (402) 389-7888

Stonecroft

Plat and Dedication

Filed 6-02-77, in Book 7 at Page 10, Instrument No. _____

- Grants a perpetual easement in favor of
- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,
- and /or

for utility, installation and maintenance
 on, over, through, under and across
 or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
 an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
 and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
 installation and maintenance on, through, under and across a _____ foot wide strip of land
 abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,

- Restrictive Covenants
- Protective Covenants
- or

Filed 12-12-78, in Book 51 at Page 836, Instrument No. _____

- Omaha Public Power District,
- U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,
- and /or

for utility, installation and maintenance
 on, over, through, under and across
 or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;
 an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
 and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
 installation and maintenance on, through, under and across a _____ foot wide strip of land
 abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Architectural Control

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
 Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

