

operate, maintain, repair and renew conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

OWNERS' MAINTENANCE ASSOCIATION

In order to provide for exterior maintenance of premises as well as the maintenance and control of common areas, it is also specifically covenanted as follows:

1. Brighton Square Association (herein called Association) has been incorporated as a non-profit corporation under Nebraska law in order to regulate such exterior maintenance and control.

2. Each property owner shall be obligated to keep his own lawn, trees, shrubs and planting adequately watered at his expense to insure healthy and uniform growth. If any owner defaults in this obligation, the Association may at its option do the required watering and make an extra invoice charge for such service to such owner.

3. The record owner of each of said parcels or lots shall pay to the Association within ten (10) days after mailing of invoice by the Association to the owner at his address registered with the Association the amount thus invoiced by the Association for such of the following services as may be performed by the Association:

a) Maintenance of the exterior of all structures, lawns, drives and walks including but not limited to: painting, lawn mowing and landscape work, snow removal and maintenance of gas lights, gateways and ornamental exterior features on premises, and such other service functions of general benefit to premises as may be provided in the By-Laws or regulations of the Association from time to time.

b) The amount of said invoice shall be based upon Association's actual cost for such services prorated to each owner on the following basis:

1) For each vacant lot, the annual invoice charge shall be \$50.00 per lot.

2) From the total annual cost of such services shall first be deducted the total vacant lot charge computed as aforesaid. The balance of said cost shall be invoiced to the owners of improved lots in the proportion or ratio that the total number of rooms in each owner's structure bears to the total number of rooms in all structures on said real estate, with the room count to be computed as follows:

<u>Room</u>	<u>Room Count</u>
Living Room	1
Bedroom	1
Family Room or Den	1
Kitchen-dinette	1-1/2
Bathroom	0
One-half bath	0

c) In no event may the total annual amount invoiced to any owner exceed \$120.00 per individual family unit during the first one year after date hereof.

Said invoices may be mailed annually, monthly, quarterly or at other times as determined by the Association, and may include a reasonable reserve to provide cash for future repairs and maintenance.

4. If said invoice is not thus paid within ten (10) days after mailing as aforesaid, the Association may file an affidavit of default in the Register of Deeds office and may foreclose such claim as a Mechanic's Lien, it being agreed that each owner of real estate by accepting title does thereby engage and hire the Association to perform said services on and for the betterment of his property in order to bring such claim within the Mechanic's Lien Law of Nebraska. Said lien shall be junior to any first mortgage of record against premises recorded prior to the recording of said affidavit of default.

5. No owner may make any exterior alterations, repairs, maintenance or additions to his parcel or structures thereon without the prior written consent of Association; provided however, that all screen damage and glass breakage must be immediately repaired by each owner at his expense.

6. Each owner shall immediately repair and replace at his own expense and according to plans specified by the Association any exterior damage caused by any act or omission of the owner or persons occupying or visiting premises with the owner's knowledge or consent. Upon failure to make and pay for such repairs after written notice by the Association, the Association may make said repairs and invoice said cost wholly to the owner and enforce a lien on said premises as provided in Paragraphs 3 and 4 above.

7. Every present and subsequent owner of premises shall, by his acceptance of title to premises, be deemed to have consented to and agreed to abide by all of the terms and restrictions of these covenants and of said Association. Acceptance of title shall also be deemed to be an application by each said owner for membership in the Association.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these covenants this 22 day of January, 1966.

CENTURY HOMES CO.

Attest:

Secretary

By:

President

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned a Notary Public in and for said county, personally came Paul Decker, President of Century Homes Co., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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

Notary Public

My Commission expires:

RECEIVED

RECEIVED

11/11/75

Century Homes Co.

7117 11/11/75

RESTRICTIVE COVENANTS

432 125

The undersigned hereby declares 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, 1993.

Lots 1 through 5, Block 1.

Lots 1 through 18, Block 2.

All in Country Club Manor, a subdivision in Douglas 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 covenant and either to 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 multiple family apartments and accessory structures or for such other uses as are now permitted by 7th Residence District Zone of the City of Omaha, Nebraska, Zoning Ordinance No. 15239, as amended; provided, however, said lots may be used as a Planned Apartment Project subject to the provisions of the City of Omaha, Nebraska Zoning Ordinance No. 22882, as amended.

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 outbuilding 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.

D. Animals shall be limited to household pets.

E. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition.

F. 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, with the outside sidewalk edge to be located four feet back of street curb line. Such sidewalk shall be constructed by the then owner at time of completion of the main structure.

G. Notwithstanding the foregoing, said Covenants shall be automatically superseded if the Omaha Appeal Board shall permit a lesser yard distance or area for any lot or lots.

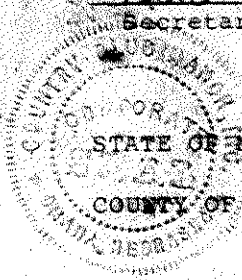
IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 31st day of August, 1965.

COUNTRY CLUB MANOR, INC.

Attest:

Ben J. Shrier
Secretary

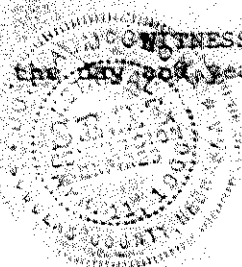
by: Louis Shrier
President



STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came Louis Shrier, President of Country Club Manor, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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



Dorcas M. Glane
Notary Public

My Commission Expires:

April 11, 1966

RECORDED IN NEBRASKA INDEX AND RECORDED IN THE OFFICE OF THE COUNTY CLERK IN DOUGLAS COUNTY, NEBRASKA
3rd December 1965 9-21-65 WOMAN'S CLUB, MANOR OF CLUB 825

RESTRICTIVE COVENANTS

BOOK 412 PAGE 135

The undersigned hereby declares 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, 1993.

Lots 1 through 3, Block 1,

Lots 1 through 18, Block 2,

All in Country Club Manor, a subdivision in Douglas 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 covenant and either to 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 of 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 multiple family apartments and accessory structures or for such other uses as are now permitted by 7th Residence District Zone of the City of Omaha, Nebraska, Zoning Ordinance No. 15239, as amended; provided, however, said lots may be used as a Planned Apartment Project subject to the provisions of the City of Omaha, Nebraska Zoning Ordinance No. 22882, as amended.

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 outbuilding 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.

D. Animals shall be limited to household pets.

E. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said addition.

AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, CENTURY HOMES CO. heretofore executed certain restrictive covenants covering certain lots in Country Club Manor II, a subdivision in Douglas County, Nebraska, and caused such covenants to be recorded in the office of the Register of Deeds of Douglas County, Nebraska, in Miscellaneous Book 441 at Page 201,

WHEREAS, Country Club Manor, Inc. also has executed certain restrictive covenants covering said lots and has recorded said covenants in Miscellaneous Book 432 at Page 125,

WHEREAS, CENTURY HOMES CO. is now the owner of all of the real estate covered by said original covenants and now desires to amend parts of said covenants,

NOW, THEREFORE, CENTURY HOMES CO. does hereby amend both of said covenants by releasing and discharging the following lots from all of said covenants and restrictions:

Lots 1 and 5, Block 1, in Country Club Manor II,
a Subdivision in Douglas County, Nebraska.

All other provisions of said covenants shall remain unchanged.

EXECUTED this 29th day of September, 1967.

CENTURY HOMES CO.

Attest:

Paul Decker

Secretary

By:

Paul Decker

President

STATE OF NEBRASKA) On the day and year last above written be-
) ss. fore me, the undersigned, a Notary Public
COUNTY OF DOUGLAS) in and for said County, personally came
PAUL DECKER, President of Century Homes Co., to me personally known
to be the President and the identical person whose name is affixed
to the above Amendment, and acknowledged the execution thereof to be
his voluntary act and deed as such officer and the voluntary act and
deed of said corporation and that the Corporate Seal of the said
corporation was thereto affixed by its authority.

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

Notary Public

My Commission expires: _____

STATE OF NEBRASKA)

ss.

COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned a Notary Public in and for said county, personally came Paul Decker, President of Century Homes Co., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

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

Notary Public

My Commission expires:

13. / 1977
107 H. 1. 12 100
CENTURY
H441
201
Century Homes Co.
7117
117

<u>Room</u>	<u>Room Count</u>
Living Room	1
Bedroom	1
Family Room or Den	1
Kitchen-dinette	1-1/2
Bathroom	0
One-half bath	0

c) In no event may the total annual amount invoiced to any owner exceed \$120.00 per individual family unit during the first one year after date hereof.

Said invoices may be mailed annually, monthly, quarterly or at other times as determined by the Association, and may include a reasonable reserve to provide cash for future repairs and maintenance.

4. If said invoice is not thus paid within ten (10) days after mailing as aforesaid, the Association may file an affidavit of default in the Register of Deeds office and may foreclose such claim as a Mechanic's Lien, it being agreed that each owner of real estate by accepting title does thereby engage and hire the Association to perform said services on and for the betterment of his property in order to bring such claim within the Mechanic's Lien Law of Nebraska. Said lien shall be junior to any first mortgage of record against premises recorded prior to the recording of said affidavit of default.

5. No owner may make any exterior alterations, repairs, maintenance or additions to his parcel or structures thereon without the prior written consent of Association; provided however, that all screen damage and glass breakage must be immediately repaired by each owner at his expense.

6. Each owner shall immediately repair and replace at his own expense and according to plans specified by the Association any exterior damage caused by any act or omission of the owner or persons occupying or visiting premises with the owner's knowledge or consent. Upon failure to make and pay for such repairs after written notice by the Association, the Association may make said repairs and invoice said cost wholly to the owner and enforce a lien on said premises as provided in Paragraphs 3 and 4 above.

7. Every present and subsequent owner of premises shall, by his acceptance of title to premises, be deemed to have consented to and agreed to abide by all of the terms and restrictions of these covenants and of said Association. Acceptance of title shall also be deemed to be an application by each said owner for membership in the Association.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these covenants this day of , 1966.

CENTURY HOMES CO.

Attest: _____
Secretary

By: _____
President

operate, maintain, repair and renew conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

OWNERS' MAINTENANCE ASSOCIATION

In order to provide for exterior maintenance of premises as well as the maintenance and control of common areas, it is also specifically covenanted as follows:

1. Brighton Square Association (herein called Association) has been incorporated as a non-profit corporation under Nebraska law in order to regulate such exterior maintenance and control.

2. Each property owner shall be obligated to keep his own lawn, trees, shrubs and planting adequately watered at his expense to insure healthy and uniform growth. If any owner defaults in this obligation, the Association may at its option do the required watering and make an extra invoice charge for such service to such owner.

3. The record owner of each of said parcels or lots, shall pay to the Association within ten (10) days after mailing of invoice by the Association to the owner at his address registered with the Association the amount thus invoiced by the Association for such of the following services as may be performed by the Association:

a) Maintenance of the exterior of all structures, lawns, drives and walks including but not limited to: painting, lawn mowing and landscape work, snow removal and maintenance of gas lights, gateways and ornamental exterior features on premises, and such other service functions of general benefit to premises as may be provided in the By-Laws or regulations of the Association from time to time.

b) The amount of said invoice shall be based upon Association's actual cost for such services prorated to each owner on the following basis:

1) For each vacant lot, the annual invoice charge shall be \$50.00 per lot.

2) From the total annual cost of such services shall first be deducted the total vacant lot charge computed as aforesaid. The balance of said cost shall be invoiced to the owners of improved lots in the proportion or ratio that the total number of rooms in each owner's structure bears to the total number of rooms in all structures on said real estate, with the room count to be computed as follows:

444 261

RESTRICTIVE COVENANTS

The undersigned hereby declares 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, 1996.

Lots 1 thru 5, Block One, and

Lots 1 thru 18, Block Two,

in Country Club Manor, a subdivision in
Douglas County, Nebraska.

RIGHT TO ENFORCE

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 covenant and either to 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.

RESTRICTED USAGE

A. Said lots shall be used only for single-family or multi-family residential purposes and for accessory structures incidental to residential use, or for church or school purposes.

B. No building shall be located on any plot nearer than forty (40) feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than ten (10) feet to any side line of any building plot; provided however, that these requirements shall be automatically amended and superseded as to any plot for which the Board of Appeals of the City of Omaha, Nebraska, shall permit a lesser minimum front or side yard.

C. 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.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

E. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and

Page two

On this 21st day of June, 1966, before me,
the undersigned, a Notary Public in and for said County and State, personally came

Paul Decker, President

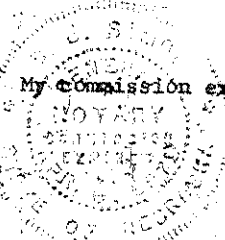
Don Decker, Secretary

Century Homes Company, a Nebraska Corporation, known personally to me to be the
same and identical persons whose names are affixed to the above instrument and
acknowledged the execution thereof to be their voluntary act and deed and as
such officers the voluntary act and deed of the said corporation and that the
Seal of the said corporation was thereto affixed by its authority.

Witness my hand and official Seal at Omaha, Nebraska, in said County the
date aforesaid.

Simon
Notary Public

My commission expires: April 6, 1971



RECEIVED

1966 JUN 22 PM 3 19

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

438
559

Omaha Public Court
Attorney General - 6 years

G.P.M. 2500

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