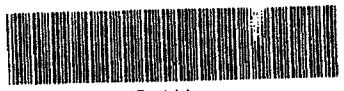




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DECLARATION OF PROTECTIVE COVENANTS

LOTS 57 AND 58, IRONRIDGE,
AN ADDITION TO THE CITY OF OMAHA,
AS SURVEYED, PLATED AND RECORDED IN
DOUGLAS COUNTY, NEBRASKA

This Declaration of Protective Covenants, made this 29th day of December, 1999, by Carol J. Gendler, Trustee of the Carol J. Gendler Revocable Trust and Irvin Gendler, Trustee of the Irvin Gendler Revocable Trust ("Declarant").

RECITALS

Declarant has heretofore developed a certain tract of land in the County of Douglas, State of Nebraska legally described as Lots 56, 57, and 58, Ironridge, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Declarant desires to subject Lots 57 and 58, Ironridge, to certain covenants, conditions, and restrictions which are for the benefit of each Owner, present and future, of said Lots 57 and 58 in Ironridge.

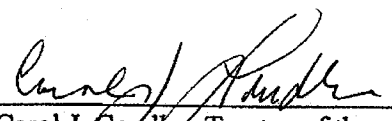
COVENANTS

1. Use. Declarant does hereby declare that in accordance with Agreement for property legally described as Lot 56, Ironridge, an addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, that the retail sale of bicycle and/or sporting goods on Lots 57 and 58, Ironridge, shall be prohibited and not allowed for a period of five years from November 30, 1999.

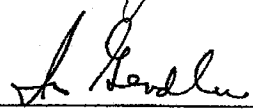
2. Enforcement. Any Owner of any part of Declarant Tract shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the Protective Covenants either to prevent or restrain any violation of same or to recover damages of such violation. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any entity which is entitled to the benefits of this Declaration brings any action at law or equity to enforce this Declaration, the prevailing party of such action shall be entitled to recover from the other party its reasonable attorney's fees and all court costs, in addition to all other appropriate relief.

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3. Binding. These Covenants shall run with the land and shall be binding on all parties claiming under them until December 1, 2004.



Carol J. Gendler, Trustee of the
Carol J. Gendler Revocable Trust

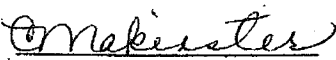


Irvin Gendler, Trustee of the
Irvin Gendler Revocable Trust

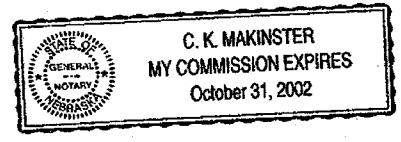
STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came Carol J. Gendler, Trustee of the Carol J. Gendler Revocable Trust, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on the 27 day of December, 1999.



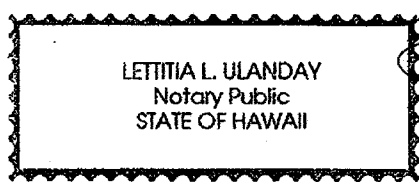
Notary Public

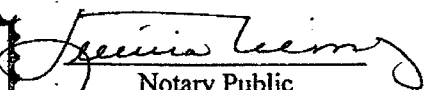


STATE OF HAWAII)
) ss:
COUNTY OF KAUAI)

Before me, a Notary Public qualified for said county, personally came Irvin Gendler, Trustee of the Irvin Gendler Revocable Trust, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on the 29th day of December, 1999.





Notary Public
Notary Name: Lettitia L. Ulanday
My commission expires: 12/23/01