

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

The Declarant, OAKBROOK JOINT VENTURE, is the owner of the following described real property:

Lots 1 through 118, inclusive, in Oakbrook Meadows, a Subdivision in Douglas County, Nebraska,

Declarant 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 shall run with said lots, and shall be binding upon all parties having or acquiring any right, title or interest in them, and shall inure to the benefit of each owner thereof.

PART A. RESTRICTIONS.

A-1. No lot shall be used except for residential purposes. No building shall be created, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height. Each dwelling shall have a garage for not less than one automobile, except that all dwellings on Lots 1 through 21, inclusive, shall have a garage for not less than two automobiles. Each dwelling shall contain a minimum finished living area, exclusive of porches, breezeways, carports, and garages of the following:

A one-story dwelling shall have a ground floor area of not less than 1050 square feet.

A one and one-half story dwelling or two-story dwelling shall have a ground floor area of not less than 850 square feet.

Dwellings constructed on a split entry ranch plan or split level plan shall have not less than 1050 square feet on the main living floor level.

A-2. No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood.

A-3. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

A-4. No unused building material, junk or rubbish shall be left exposed on any lot. No repair of motor vehicles will be permitted outside of garages or on any lot at any time.

A-5. No boat, camping trailer, auto-drawn trailer of any kind, or mobile home, may be parked in front of the dwelling, but may be permitted behind the front set-back of the dwelling. No truck, grading or excavating equipment or other heavy machinery or equipment, vehicle undergoing repair, or aircraft shall be

stored outside the garage or in any manner left exposed on any lot at any time.

A-6. Except for the purpose of controlling erosion on vacant lots, no field crops shall be grown upon any lot at any time.

A-7. No incinerator or trash burner shall be permitted on any lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage or trash can or container or fuel tank or antenna shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other lots in the subdivision. Any exterior air-conditioning condenser unit shall be placed in the rear or side yard.

A-8. No habitable part of any structure may be constructed below U.S.G.S. Elevation 1,074.0, unless permitted by the City of Omaha.

A-9. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided they are not kept, bred, or maintained for any commercial purpose. It is intended specifically to prohibit horses, ponies or other animals sheltered outside the main dwelling.

A-10. 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 "FOR SALE" or "FOR RENT" signs shall be permitted temporarily in the yards of dwellings which are being offered for sale or rent.

A-11. Exposed portions of the foundation on the front of each dwelling are to be covered with siding, brick, or stone, and exposed portions of the foundation on the sides and rear of each dwelling shall be either covered with brick, stone or siding, or shall be painted. Provided, however, that as to dwellings located on a corner lot, exposed portions of the foundations on the front of the dwelling and on the side of the dwelling facing the street are to be covered with either siding, brick, or stone.

A-12. Exposed portions of masonry block chimneys must be covered with brick, stone or siding.

A-13. Construction of a dwelling must be completed within one (1) year from the date the foundation was dug for said dwelling.

A-14. Public sidewalks shall be constructed of concrete four feet wide by four inches thick in front of each built-upon lot and along the street sides of each built-upon corner lot. The sidewalks shall be placed according to the City of Omaha standards and shall be constructed by the then owner of the lot prior to time of completion of the main structure and before occupancy or use thereof; provided, however, this provision shall be varied to the extent required to comply with any subsequent requirements of the City of Omaha.

A-15. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, doghouse, tree house, 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 Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, 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 Declarant 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 Declarant, or its designee as required in these Covenants shall be in writing. Failure of Declarant 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 January 1, 1994.

PART B. EASEMENTS AND LICENSES.

B-1. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, to Omaha Public Power District, and to any duly franchised cable television company, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service and cable television under an 8-foot strip of land adjoining the rear and a 5-foot strip of land adjoining the side boundary lines of said lots, said license being granted for the use and benefit of all present and future owners of said lots; provided, however, that said lot line easement is granted upon the specific condition that if both the telephone and power companies fail to

construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easementway. The utility easement areas may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the aforesaid uses of rights herein granted.

B-2. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

PART C. GENERAL PROVISIONS.

C-1. For the purpose of these restrictions, two-story height as hereinbefore mentioned in Part A-1 shall, when the basement wall is exposed, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s).

C-2. The Declarant or its assigns or any owner of a lot named herein shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereinafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages for such violation. Failure by the Declarant or 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.

C-3. The covenants and restrictions of this Declaration shall run with the land and be binding for a term of twenty-five (25) years from the date this Declaration is recorded, but shall thereafter be automatically extended for successive periods of ten (10) years, unless an instrument cancelling them has been signed and recorded by the owners of not less than ninety percent (90%) of the lots covered by this Declaration. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from date hereof. Thereafter, this Declaration may be amended by an instrument signed and recorded by the owners of not less than ninety percent (90%) of the lots covered by this Declaration.

C-4. The invalidation of any one 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.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this _____ day of _____, 1984.

DECLARANT:

OAKBROOK JOINT VENTURE, A Nebraska Joint Venture,,

By: Oakbrook ULI, Inc., a Nebraska Corporation, Partner

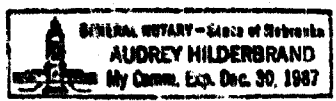
By: [Signature] President

By: Oakbrook CVF, Inc., a Nebraska Corporation, Partner

By: [Signature] President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

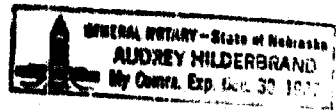
The foregoing instrument was acknowledged before me this day of November, 1984, by [Signature], President of Oakbrook ULI, Inc., a Nebraska Corporation and Partner of Oakbrook Joint Venture.



[Signature] Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this day of November, 1984, by [Signature], President of Oakbrook CVF, Inc., a Nebraska Corporation and Partner of Oakbrook Joint Venture.



[Signature] Notary Public

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RECEIVED

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AMENDED DECLARATION OF COVENANTS

The Declarant, Oakbrook Joint Venture, is the owner of the following-described real property:

Lots 1 through 118, inclusive, in Oakbrook Meadows, a subdivision in Douglas County, Nebraska.

Declarant hereby amends the covenants covering the above-noted property which were dated December 4, 1984, and recorded in Book 725, Page 528 of the Miscellaneous Records of the Douglas County Register of Deeds.

Said covenants are hereby amended so that the second sentence of Part A, Paragraph A-1, as originally filed is hereby deleted and the following sentence is hereby inserted in its place:

"Each dwelling shall have a garage for not less than two automobiles."

All other provisions contained in said original Declaration of Covenants, Easements and Restrictions shall continue to be of full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this amendment of Declaration to be executed this 26th day of April, 1985.

DECLARANT:

OAKBROOK JOINT VENTURE, A Nebraska Joint Venture

By: [Signature]
Oakbrook ULI, Inc., a Nebraska Corporation, Partner

Oakbrook CVF, Inc., a Nebraska Corporation, Partner

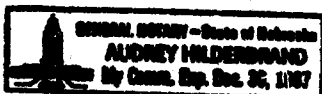
By: [Signature]
President

By: [Signature]
President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

ss.

The foregoing instrument was acknowledged before me this 26th day of April, 1985, by [Signature], President of Oakbrook ULI, Inc., a Nebraska Corporation, and [Signature], President of Oakbrook CVF, Inc., a Nebraska Corporation, Partners of Oakbrook Joint Venture.



[Signature]
Notary Public