

BRIARWOOD

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, made this 2nd day of June, 1977, by JOEL L. KATLEMAN, hereinafter referred to as "Declarant":

WHEREAS, Declarant is the owner of lots 1, 2, and 3, Briarwood in the City of Omaha, Douglas County, Nebraska and

WHEREAS, Declarant desires to establish a general plan for the development and use of his property and to secure the enforcement of uniform restrictions and covenants upon the usage and development of the aforesaid lots.

NOW, THEREFORE, Declarant does hereby declare that Lots 1, 2, and 3 Briarwood shall be held, transferred, sold, conveyed and owned subject to these covenants, easements, restrictions, charges, and liens hereinafter set forth collectively referred to as "Covenants", which shall run with the land and be binding upon the owner or owners of all property of the subdivision until the year 2002.

ARTICLE I  
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or a fee simple estate in any lot which is part of the properties, including easements buyers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 2. "properties" shall mean and refer to that portion of the property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of

that shall mean and refer to any plot of land

subdivision map or plat of the properties

which is intended to be used for a single-family residential structure.

Section 4. "Declarant" shall mean and refer to JOEL L. KATLEMAN, his successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Severability of Covenants. These Covenants are severable and the invalidation of one shall not invalidate any other covenant, term or condition herein contained.

Section 2. Owner's Legal Remedies. If there shall be a violation of threatened or attempted violation of any covenant, it shall be lawful for any person or persons owning real properties situated within Briarwood to prosecute under proceedings at law or in equity against all persons violating or attempting to violate these covenants to secure an injunction against or recover damages from such person or persons violating these Covenants. Nothing herein, however, shall require the Declarant to undertake to enforce these Covenants.

Section 3. Restrictions. Every owner shall have full rights or ownership and enjoyment to his individual lot, subject to the following restrictions:

- (a) No noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles, or incinerators shall be erected, placed or permitted on any building plot. Except while under construction, any wood storage piles and equipment shall be walled in or kept screened by adequate planting or by other means in such a manner as to conceal them from view. Trailers and recreational vehicles shall not be continuously parked on driveways or side yards.

(b) No fence shall be erected in front of the main residential structure and all weeds and grass shall be cut down to a maximum height of six (6) inches above ground level. All lots shall be kept free of all types of trash and debris.

(c) No trailer, basement, tent, shack, garage, barn or other 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 until all exterior construction is fully completed according to approved plans.

(d) No cattle, horses, sheep or poultry, hogs or any other livestock shall be kept or maintained on any lot in BRIARWOOD. This paragraph shall not be construed, however, as a prohibition with the keeping of ordinary domestic pets.

(e) All exterior lighting shall be so installed and maintained so as not to unreasonable disturb adjoining lots.

(f) All owners shall have the affirmative duty to maintain in a good and orderly fashion any grass and landscape planting on their property.

(g) Said lots shall be used only for residential purposes in conformance with the present and existing requirements of R 3 zoning of the City of Omaha, Douglas County, Nebraska.

(h) No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than dwellings not to exceed two and one-half stories in height, a private garage, attached breezeways and other out buildings, incidental to such residential use.

(i) Each dwelling shall contain at least an attached garage or basement garage for the parking of two automobiles and a driveway constructed, of concrete, brick or asphaltic material.

ARTICLE III

MINIMUM DWELLING SIZE

Section 1. The minimum square foot finished living space area on the main floor of all houses, excepting two story houses, exclusive of garages, porches, breezeways, and finished basements shall be not less than 1200 square feet of living area. For purposes of this section the term main floor shall be computed as including all area enclosed by the dwelling foundation, excepting garage and levels below grade for split level and tri-level dwellings.

ARTICLE IV

EXTERIOR FINISHES

Section 1. All roof colors shall be limited to those colors commonly known as "woodtones".

Section 2. All housing exteriors shall be limited to those commonly known as "earth tones".

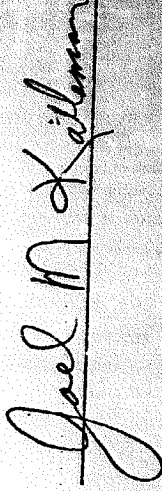
ARTICLE V

These covenants shall inure and be for the benefit of and may be enforced by the present and future owners of the property described herein and the neighboring properties described as follows:

Lot 8, Block 8; Lots 1 and 6, Block 11, Beverly Hills and lots 20, 21, 22, and 23, Pacific Terrace both additions to the City of Omaha, Douglas County, Nebraska and subdivisions of said lots

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set his hand and seal this 2nd day of June, 1977.

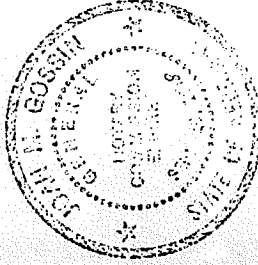
JOEL KATLEMAN



STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

On this 2nd day of June, 1977, before me a Notary Public in and for said county and state, personally came JOEL KATLEMAN, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.



*James M. Gossin*  
Notary Public

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RECORDED BY  
STATE OF NEBRASKA

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