

TO WHOM IT MAY CONCERN:

We, Howard K. Austin, Mary J. Austin, and the Forrest J. Austin trust, as owners of the real property hereinafter described, do hereby declare that the following covenants shall run with the land and shall be binding upon all present and future owners of all or any part of said real estate described as follows:

A PARCEL OF GROUND LOCATED IN A PART OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6th P.M. DOUGLAS COUNTY, NEBRASKA, PRESENTLY IDENTIFIED AS PARCEL 6A ADJACENT TO SKYLINE OAKS AND SKYLINE OAKS II, BEING LOCATED SOUTH AND WEST OF SAID SUBDIVISIONS AND CONTAINING APPROXIMATELY 17.195 ACRES, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH $89^{\circ}37'43''$ WEST (ASSUMED BEARING) ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 527.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SKYLINE DRIVE; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHERLYMOST CORNER OF LOT 6 IN SKYLINE OAKS, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA; THENCE CONTINUING SOUTHERLY ALONG SAID RIGHT-OF-WAY ON A 2,558.83 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 276.6 FEET TO A POINT OF TANGENCY; THENCE SOUTH $01^{\circ}36'11''$ WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 167.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH $01^{\circ}36'11''$ WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SKYLINE DRIVE, A DISTANCE OF 50.01 FEET TO A POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SKYLINE DRIVE WITH THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH $89^{\circ}47'40''$ WEST, A DISTANCE OF 994.45 FEET; THENCE NORTH $12^{\circ}25'59''$ WEST, A DISTANCE OF 890.82 FEET; THENCE NORTH $31^{\circ}08'10''$ EAST, A DISTANCE OF 273.21 FEET TO A POINT OF CURVATURE; THENCE NORTH-EASTERLY ALONG A 150.0 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 155.07 FEET TO A POINT OF TANGENCY; THENCE NORTH $89^{\circ}37'43''$ WEST, A DISTANCE OF 347.35 FEET TO A POINT OF CURVATURE;

THENCE EASTERLY ALONG A 145.0 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 25.81 FEET; THENCE SOUTH $10^{\circ}34'10''$ WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE; THENCE WESTERLY ALONG A 95.0 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 16.91 FEET (CHORD BEARING NORTH $84^{\circ}31'51''$ WEST, CHORD DISTANCE 16.89 FEET) TO A POINT OF TANGENCY; THENCE NORTH $89^{\circ}37'45''$ WEST, A DISTANCE OF 51.87 FEET; THENCE SOUTH $25^{\circ}13'54''$ WEST, A DISTANCE OF 338.83 FEET; THENCE SOUTH $32^{\circ}56'45''$ EAST, A DISTANCE OF 210.14 FEET; THENCE SOUTH $84^{\circ}24'06''$ EAST, A DISTANCE OF 115.37 FEET; THENCE SOUTH $58^{\circ}27'35''$ EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH $29^{\circ}42'19''$ EAST A DISTANCE OF 145.51 FEET; THENCE SOUTH $58^{\circ}27'35''$ EAST A DISTANCE OF 310.00 FEET; THENCE SOUTH $14^{\circ}34'33''$ WEST, A DISTANCE OF 245.51 FEET TO A POINT ON A CURVE; THENCE EASTERLY ON A 100.0 FOOT RADIUS TO THE LEFT, AN ARC DISTANCE OF 64.39 FEET (CHORD BEARING SOUTH $71^{\circ}14'01''$ EAST, CHORD DISTANCE 63.66 FEET) TO A POINT OF TANGENCY; THENCE SOUTH $89^{\circ}47'40''$ EAST, A DISTANCE OF 142.72 FEET TO THE POINT OF BEGINNING.

1. All lots of any subdivision platted on real estate contained within Parcel 6A shall be known, described and used as single family residential lots. No more than one structure shall be built upon any one lot; provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.
2. The outermost extremity of any building must be no less than 40 feet from the street line bordering said premises. All buildings must allow for 10 feet of side yards.
3. Each one-story dwelling shall have not less than 1800 square feet of finished living area on the ground floor. Each split-level or two-story dwelling shall have not less than 2200 square feet of finished living area.
4. Each dwelling shall have an attached garage of at least a two car capacity.
5. A five-foot easement across and along the real and side boundary lines of each residential lot is hereby reserved for the construction, operation, repair and replacement of gas, water electric and telephone facilities.
6. No fences shall be constructed or maintained between the front line of any dwelling and its front lot line.
7. All exposed foundations shall be faced with either brick or stone.

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

9. No dwelling shall be erected until the plans for such dwelling have been approved by the signers of these covenants, their heirs or assigns, or a committee appointed by the Skyline Oaks Home Owners Association.

10. Vacant lots shall be tended in such a way that their appearance is not objectionable to the surroundings and will be mowed by owners regularly.

11. No trees, shrubs, hedges or other plants shall be planted or maintained in such proximity to any lot line as to interfere with the use or maintenance of any street or sidewalk, or in such a way as to obstruct the view required at any street intersection for the safety of pedestrians and vehicles.

12. No firearms shall be discharged within the area encompassing said Parcel 6A:

13. The Skyline Oaks Homeowners Association, a non-profit corporation established for the purpose of promoting the health, safety and common benefit of residents within the subdivisions known as Skyline Oaks, Skyline Oaks II, and adjoining common grounds, is hereby granted authority to include within its jurisdiction the real estate contained in Parcel 6A, or any subdivision thereof. Residents of Parcel 6A, or any subdivision thereof, shall be entitled to membership in the Association, subject to the then current rules, regulations, assessment charges, articles and by-laws of the Skyline Oaks Homeowners Association.

14. Grading of lots in preparation for the construction of dwellings shall be kept to a minimum, and the natural contours of the land shall be preserved whenever feasible.

15. Each property owner shall provide a drainage dip between his front yard and the street and shall keep the same sodded.

16. These covenants shall be and remain in full force and effect for a period of twenty-five years, commencing with the date hereof. At the expiration of said period, these covenants shall be automatically extended for successive periods of ten years each, unless amended or revoked by written agreement signed by the persons owning a majority of said lots as of the expiration of the initial twenty-five year period or as of the expiration of a subsequent ten-year period. Any amendment or revocation of these covenants shall not become effective until the same is recorded in the office of the Register of Deeds. In any event, these covenants shall expire at the end of ninety-nine years from the date hereof.

17. Nothing contained in these covenants shall be construed to impose upon the undersigned, their heirs or assigns, any liability, obligation or requirement for enforcement of these covenants.

18. If construction of any dwelling is not completed within one year from the date when such construction commences, the undersigned, their heirs or assigns, shall have the exclusive option to repurchase the lot or lots upon which said dwelling is located. The option price shall be equal to the price at which the undersigned, their heirs or assigns, originally sold said lot or lots. The option may be exercised at any time during a period of sixty days, commencing

with the expiration of the period above mentioned. Written notice of the exercise of the option, accompanied by a certified check for the option price, shall be mailed or delivered to the owner of record, and shall be effective as of the date of such mailing or delivery. The provisions of this covenant shall not affect the right of any bona fide mortgagee to enforce his mortgage, foreclose the same, and sell the affected lot or lots free and clear of this option.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the 12 day of August, 1978.

Howard K. Austin
HOWARD K. AUSTIN

Mary J. Austin
MARY J. AUSTIN

FORREST J. AUSTIN TRUST

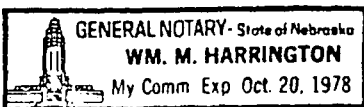
BY Howard K. Austin
Trustee

BY _____
Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 12 day of August, 1978, before me, the undersigned a Notary Public, personally came Howard K. Austin and Mary J. Austin, husband and wife, and acknowledged the execution of the foregoing Agreement to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last written above.

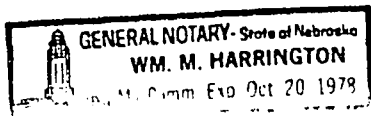


William M. Harrington
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 12 day of August 1978, before me, the undersigned a Notary Public, personally came A. Faye Austin and Howard K. Austin, Trustees of the Forrest J. Austin Trust, and acknowledged the execution of the foregoing Agreement to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last written above.



William M. Harrington
Notary Public

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DOUGLAS COUNTY, NEBR.

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