

AGREEMENT

THIS AGREEMENT entered into this 5 day of January, 1977, by and among THE OMAHA NATIONAL BANK, hereinafter referred to as ONB, DOUGLAS J. BARAKAT and MARY E. BARAKAT, husband and wife, hereinafter referred to as Barakat, MATTHEW R. DORMAN and JANE T. DORMAN, husband and wife, hereinafter referred to as Dorman, and COUNTRY CLUB OAKS TOWNHOMES ASSOCIATION, a Nebraska nonprofit corporation, hereinafter referred to as Association.

WHEREAS, Barakat is the owner of a part of Lot 1, Replat of Lot 35, Country Club Oaks, a subdivision in part of the Northeast Quarter of Section 25, Township 16 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, to wit:

Beginning at a point on the south line of said Lot 1, being S 69° 15' 42" E, 131.81 feet from the southwest corner of said Lot 1; thence continuing S 69° 15' 42" E along the south line of said Lot 1, a distance of 38.0 feet; thence N 21° 35' 29" E, 110.02 feet to the north line of said Lot 1; thence N 69° 15' 24" W, 38.0 feet along the north line of said Lot 1; thence S 21° 35' 29" W, 110.02 feet to the point of beginning,

also known as 6031 Young Plaza, and

WHEREAS, Dorman is the owner of a part of Lot 1, Replat of Lot 35, to wit:

Beginning at a point on the south line of said Lot 1, being S 69° 15' 42" E, 14.14 feet from the southwest corner of said Lot 1; thence continuing S 69° 15' 42" E along the south line of said Lot 1, a distance of 53.67 feet; thence N 21° 35' 29" E, 110.01 feet to the north line of said Lot 1; thence N 69° 15' 24" W, 53.67 feet along the north line of said Lot 1; thence S 21° 35' 29" W, 110.01 feet to the point of beginning,

also known as 6047 Young Plaza, and

WHEREAS, ONB is the owner of all of Lot 35 except for those parts of Lot 1 owned by Barakat and Dorman described above, and

WHEREAS, by reason of such ownership the parties hereto are the only members of Association, and

WHEREAS, the parties hereto desire to modify their rights, duties and obligations with respect to each other as the sole owners of said Lot 35, Country Club Oaks,

NOW, THEREFORE, in consideration of the mutual covenants herein

contained, the parties hereto agree as follows:

1. Revocation of Declaration. The parties hereto hereby revoke that certain Declaration made July 9, 1974, by Boyer and Biskup Enterprises, Inc., a Nebraska corporation, which Declaration was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on the 16th day of July, 1974, in Book 539 of the Miscellaneous Records, at page 247. Such revocation shall operate to terminate all rights among the parties granted thereunder for all purposes.

2. Release of Easement Rights. The parties hereto hereby release any and all easements heretofore granted to them as residents of Lot 35, whether granted by Plat, Dedication, Declaration or otherwise.

3. Definitions. *includes lots 1-11 Country Club Oaks*
 "Common areas" shall mean the following:

That part of Lots 1 and 11, and 60th Court and Young Plaza, Replat of Lot 35, Country Club Oaks, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Beginning at the most southwesterly corner of said Lot 11; thence southeasterly along the northerly R.O.W. line of Country Club Oaks Place, the following five (5) courses: 1. S 56° 30' 00" E for 27.00 feet; thence 2. Along a curve to the left (radius being 505.52 feet, long chord bearing S 69° 15' 00" E) an arc distance of 224.99 feet; thence 3. Along a curve to the right (radius being 144.99 feet, long chord bearing S 62° 30' 00" E) an arc distance of 98.69 feet; thence 4. S 43° 00' 00" E for 8.44 feet; thence 5. Along a curve to the right (radius being 184.69 feet, long chord bearing N 56° 39' 55" E) an arc distance of 12.07 feet; thence along a curve to the right (radius being 73.76 feet, long chord bearing N 58° 12' 16" W) an arc distance of 7.51 feet; thence along a curve to the right (radius being 147.44 feet, long chord bearing N 39° 01' 39" W) an arc distance of 83.68 feet; thence along a curve to the right (radius being 102.73 feet, long chord bearing N 12° 17' 24" W) an arc distance of 37.58 feet; thence N 01° 48' 41" W for 22.31 feet; thence on a curve to the right (radius being 191.98 feet, long chord bearing N 02° 39' 22" E) an arc distance of 29.94 feet; thence N 7° 07' 26" E for 39.75 feet; thence N 68° 42' 14" W, 233.99 feet to the westerly line of said Lot 11; thence S 20° 44' 18" W for 152.92 feet to the point of beginning; except that part of said Lot 1 described as follows: Beginning at a point 23.52 feet N 69° 15' 42" W of the most southeasterly corner of said Lot 1; thence continuing N 69° 15' 42" W, along the southerly line of said Lot 1, 209.34 feet; thence N 21° 35' 33" E for 110.01 feet to a point on the northerly line of said Lot 1; thence S 69° 15' 42" E, along the northerly line of said Lot 1, for 209.34 feet; thence S 21° 35' 33" W for 110.01 feet to the point of beginning. (Bearings based on the recorded Replat of Lot 35, Country Club Oaks.)

"Townhome lots" shall mean those five subdivisions of Lot 1, Replat of Lot 35, Country Club Oaks, designated on Exhibit "A", attached hereto, as 6025 Young Plaza, 6031 Young Plaza, 6037 Young Plaza, 6043 Young Plaza, and 6047 Young Plaza.

4. Common Areas. ONB hereby agrees to convey by quitclaim deed to

Association the common areas defined in paragraph 3 hereof. Association agrees to maintain such common areas for the use and benefit of all owners of Lot 1, Replat of Lot 35.

5. Covenants. The five townhome lots located on Lot 1, Replat of Lot 35, shall be subject to each of the following covenants through December 31, 2004:

a. No townhome lot will be occupied or used for other than single-family clustered residential purposes; and no townhome lot will be occupied or used for such residential purposes at a density greater than permitted by the zoning ordinances of the City of Omaha, Nebraska.

b. The structure or associated structures comprising a clustered residence will consist of a dwelling attached to one or more other dwellings by one or more common foundations, roofs, walls, or other structural elements or a detached dwelling, each unit being designed to accommodate a single person or one family group together with household servant or servants, of not more than two and one-half stories in height with an enclosed private garage equipped with an automatic or remote control device for operation of its door or doors and with or without attached breezeways, enclosed or walled patios, and other structural elements appropriate, convenient, or necessary for clustered residential purposes.

c. No clustered residence will be altered, built, constructed, or otherwise maintained on any townhome lot without an express written approval executed by a majority of the owners of such townhome lots as to general appearance, exterior color or colors, harmony of external design and location in relation to surroundings and topography and other relevant architectural factors, location within townhome lot boundary lines, quality of construction, size, and suitability for clustered residential purposes; and no exterior air conditioning equipment, antenna, ditch, fence, flagpole, tennis court, wall, or other structure or associated structures and no trees or other landscaping in any location within public view will be altered, built, constructed, erected, installed, planted, or otherwise maintained or undertaken on any townhome lot without such approval so secured as to general appearance, composition, design, exterior color or colors, and suitability for clustered residential purposes.

d. After commencement thereof all approved or permitted construction on any townhome lot will be as diligently as practicable prosecuted to completion as soon as practicable, and no approved or permitted construction will be maintained on any townhome lot in uncompleted or unfinished condition for more than eighteen (18) months.

e. No driveway or sidewalk and no structural element of any approved or permitted clustered residence or exterior part thereof will be maintained on any townhome lot in damaged, deteriorated, hazardous, or otherwise unfit, unsafe, or unsightly condition.

f. No exterior burner, incinerator, or other receptacle for garbage, trash, or other refuse will be maintained above ground level on any townhome lot; and no barn, shack, tent, trailer, or other movable or temporary structure will be maintained on any townhome lot other than for temporary use or uses appropriate, convenient, or necessary for clustered residential purposes for not more than seven (7) days within any calendar year, or for use or uses connected and co-terminous with approved or permitted construction.

g. No driveway will be constructed or maintained on any townhome lot and connected to or with an adjoining private or public street through its curb other than by a curb cut effected with a clean-cutting cement saw, leaving a smooth and unpatched curb cut and by construction design leaving a smooth and unpatched union along a line or lines outside the path of water flow along said curb and surfaced, from the line of any intersected public sidewalk nearest such townhome lot to such union, only with concrete cement of quality similar to that used for such sidewalk and street and otherwise surfaced with asphalt, brick, concrete, laid stone, or other construction material so as to avoid and prevent erosion of or water damage to such curb, curb cut, sidewalk, or street; and no such driveway will be constructed or maintained and connected across or over an adjoining public sidewalk other than by some method leaving a smooth and unpatched intersection so as to avoid and prevent erosion of, water damage to, cracks in, or similar damage to such sidewalk.

h. No grass, weeds, or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased, or otherwise objectionable shrubs or trees, will be maintained on any

townhome lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation, or detract from a neat and trim appearance.

i. No basketball hoop, slide, swing, or other play or recreational equipment will be installed or maintained on any townhome lot other than in a location out of public view, without an express written approval executed by a majority of the owners of such lots, and no garden implements, lawn mower, or other maintenance equipment not in actual use will be kept or otherwise maintained on any townhome lot, other than in a location out of public view.

j. No advertising sign or other poster, other than a sign of an area of not more than four (4) square feet advertising such townhome lot for sale, will be maintained on any townhome lot.

k. No excess or unused building material or materials will be kept, stored, or otherwise maintained on any townhome lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material, or other refuse will be abandoned, stored, or otherwise maintained on any townhome lot.

l. No boat, camper, trailer, or similar chattel will be maintained on any townhome lot, other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down, or stored on any townhome lot, other than in an enclosed structure. No motor-powered vehicle of any type shall be driven on any part of any townhome lot or the common area except upon the paved portion of the common areas or the driveways, and then only for ingress and egress to the townhomes themselves.

m. No birds, livestock, poultry, or animals other than domesticated noncommercial pets in no more than reasonable quantity, will be kept, bred, or otherwise maintained on any townhome lot.

n. No commercial enterprise or gainful public business, occupation, or profession, no public annoyance or nuisance, and no noxious or offensive activity will be carried on, conducted, or otherwise permitted to commence or continue on any townhome lot.

6. Easements. All common area and each townhome lot is and will be

perpetually, unless any thereof is terminated, subject to all and each of the following easements for common use, balcony, fireplace, patio, roof, and other structural projections, maintenance, repair, recreational, and other access, party walls, and private and public sewer and utilities conduits, connections, lines, maintenance, and services, hereafter called "Easements":

a. Northwestern Bell Telephone Company, Metropolitan Utilities District, Omaha Public Power District, and their respective assigns and successors, will each have an Easement, together with rights of ingress, egress, and other access thereto, for purposes of constructing, installing, maintaining, operating, renewing, or repairing their respective private sewer, telephone, gas, water, electric, public sewer, or other utility conduits, lines, or other facilities in, over, under, and upon the common areas, and any townhome lot, confined to areas that will not interfere with any driveway, sidewalk, or structural element of any approved or permitted clustered residence on any townhome lot.

b. Each townhome lot owner and Association shall have a general Easement, together with rights of egress, ingress, and other access thereto, for purposes of controlling, developing, landscaping, maintaining, and preserving the common areas for open space or recreational area uses, and for purposes of individually enjoying or otherwise taking advantage of the open space and recreational areas of the common areas in common with all other such owners and members of their household.

c. Each townhome lot owner shall have a general Easement, together with rights of egress, ingress, and other access thereto, for purposes of building, constructing, and otherwise maintaining any approved or permitted balconies, gates, patios, roofs, walls, or other structural elements of a single-family clustered residence thereon to encroach or project not more than ten (10) feet in, over, or upon any part of the common areas abutting such townhome lot or part thereof upon which such single-family clustered residence has been or is to be constructed; and each contract purchaser or owner of each townhome lot, or part thereof, will have a general Easement, together with rights of ingress, egress, and other access thereto, for purposes of building,

constructing, and otherwise maintaining all approved or permitted common foundations, roofs, or walls, individual balconies, fireplaces, gates, patios, party walls, or roofs, or other structural elements of any single-family residence thereon, to be shared jointly as structural elements of any one or more single-family clustered residences on adjoining townhome lots, or parts thereof, or to encroach or project not more than five (5) feet in, over, or upon any part of any abutting townhome lot, or part thereof.

d. Each townhome lot owner and Association shall have a general Easement, together with the right of egress and ingress and other access thereto, over and upon 60th Court, from Country Club Oaks Place to Young Plaza. The cost of maintaining and snow removal from said part of 60th Court shall be paid one-half (1/2) by Association and one-half (1/2) by the owner of Lots 2 through 11, Replat of Lot 35; provided, that the owner of Lots 2 through 11 shall have the right, at any time, to convey said 60th Court by quitclaim deed to Association, in which event the obligation of said owner for maintenance and snow removal shall terminate.

e. Young Plaza shall be a private street, owned by Association, for the use of the owners of Lot 1. In the event Lot 2 is developed in such a manner that the owner or owners thereof require access over and upon Young Plaza, Association agrees to grant to the owner or owners thereof a general Easement, together with the right of egress and ingress and other access thereto, over and upon Young Plaza, and over and upon that strip of land owned by Association and contiguous to the northerly curb line of Young Plaza. As consideration therefor, at such time as such Easement is granted, the owner of Lot 2 shall pay to Association a fraction of the cost of maintaining Young Plaza, the numerator of which fraction shall be the number of housing units located on Lot 2, and the denominator of which shall be the total number of units located on Lots 1 and 2.

f. Association further grants to all owners of Lot 35, and each of them, an Easement, together with the right of egress and ingress and other access thereto, over and upon a strip of land seven (7) feet in width and contiguous to the westerly curb of 60th Court for the purpose of maintaining such street in the event Association fails to

do so. Such Easement shall terminate if such street is conveyed to Association as provided in paragraph d hereof.

7. Association. The owner of each townhome lot shall be included in membership in Association, and each lot shall entitle the owner thereof to one (1) membership. Association shall have the right to charge dues upon each such lot for all purposes authorized in its Articles and Bylaws.

8. Modification, Revocation. The covenants contained herein may be modified or revoked upon a majority vote of all townhome lot owners. Any Easement contained herein may be revoked in whole or in part by the grantee thereof, its successor or assign.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

THE OMAHA NATIONAL BANK

By: Peter Hage, Jr.

Douglas J. Barakat
Douglas J. Barakat

Mary E. Barakat
Mary E. Barakat

Matthew R. Dorman
Matthew R. Dorman

Jane T. Dorman
Jane T. Dorman

WITNESSED
Matthew R. Dorman, Secy.

COUNTRY CLUB OAKS TOWNHOMES ASSOCIATION

By: Douglas J. Barakat

STATE OF NEBRASKA]
] ss.
COUNTY OF DOUGLAS]

On this 5 day of January, 1977, before me, the undersigned, a notary public in and for said county, personally came Peter Hage, Jr., 2nd Vice President of THE OMAHA NATIONAL BANK, to me personally known to be such officer and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said The Omaha National Bank.

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

Douglas W. Lewis
Notary Public

My commission expires 8-9-1980.

STATE OF NEBRASKA]
] ss.
COUNTY OF DOUGLAS]

On this 5 day of January, 1977, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came DOUGLAS J. BARAKAT and MARY E. BARAKAT, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the same to be their voluntary act and deed.

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



ANN G. CARLSON
GENERAL NOTARY
State of Nebraska
My Commission Expires
January 10, 1978

Ann G. Carlson
Notary Public

My commission expires Jan 10, 1978.

STATE OF NEBRASKA]
] ss.
COUNTY OF DOUGLAS]

On this 5 day of January, 1977, before me, the undersigned, a notary public, duly commissioned, qualified for and residing in said county, personally came MATTHEW R. DORMAN and JANE T. DORMAN, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the same to be their voluntary act and deed.

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



ANN G. CARLSON
GENERAL NOTARY
State of Nebraska
My Commission Expires
January 10, 1978

Ann G. Carlson
Notary Public

My commission expires Jan 10, 1978.

STATE OF NEBRASKA]
] ss.
COUNTY OF DOUGLAS]

On this 5 day of January, 1977, before me, the undersigned, a notary public in and for said county, personally came, Douglas J. Barakat, President of COUNTRY CLUB OAKS TOWN-HOMES ASSOCIATION, a nonprofit corporation, to me personally known to be such officer and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereto affixed by its authority.

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

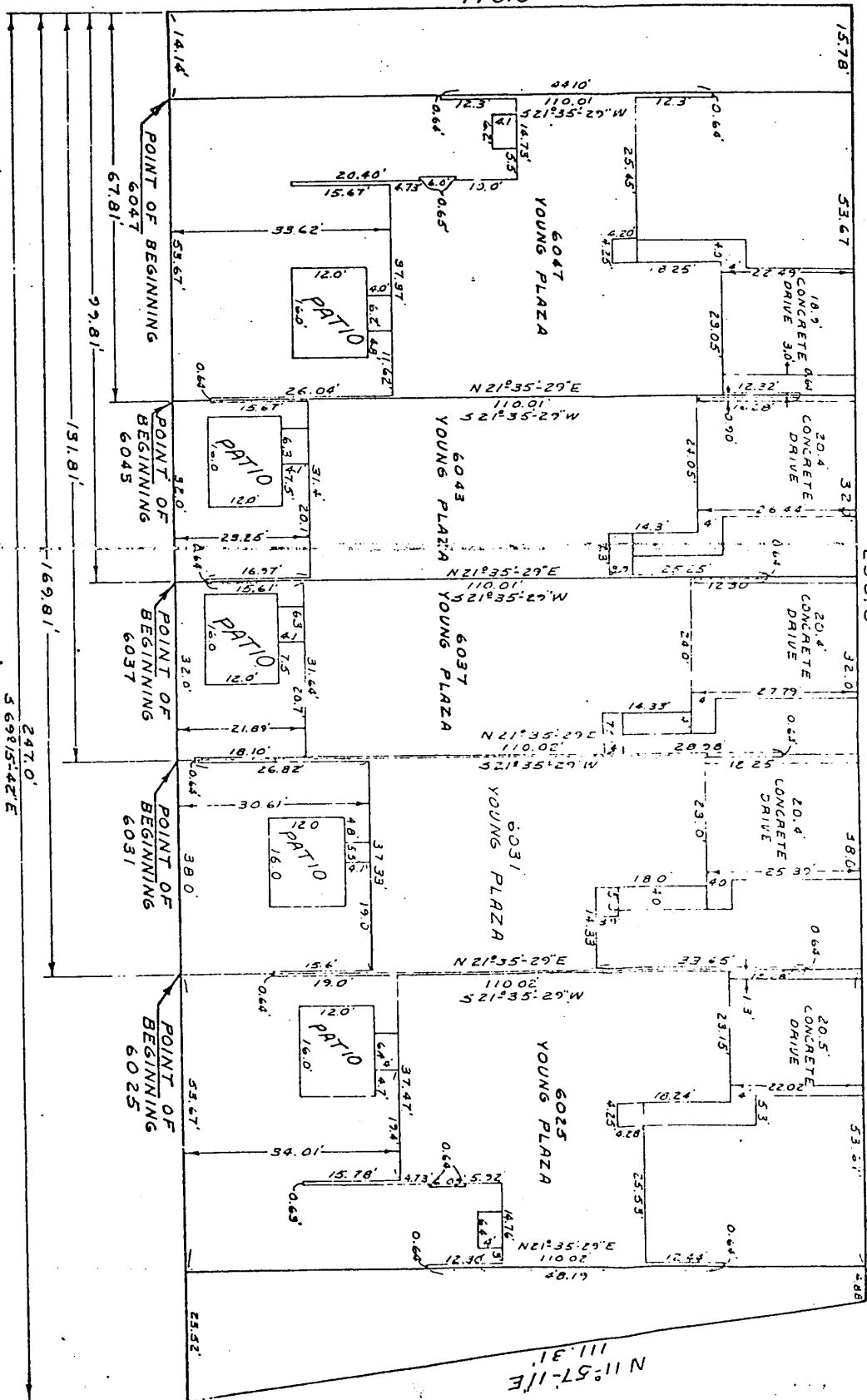


ANN G. CARLSON
GENERAL NOTARY
State of Nebraska
My Commission Expires
January 10, 1978

Ann G. Carlson
Notary Public

My commission expires Jan 10, 1978.

S 20°44'18"W
110.0'



YOUNG PLAZA
N 60°15'42"W
230.0'

247.0'
569°15'42"E

RECEIVED

1977 JAN -7 PM 3:03

C. HAROLD PETER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Handwritten signatures and initials:
SLS
1/6/77
D. J. [unclear]
1000

Handwritten notes:
32-75
187-281
187-281
pedagog
etc

Handwritten number: 28