

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1996.

Lots 1 thru 5, Block One, and

Lots 1 thru 18, Block Two,

in Country Club Manor, a subdivision in Douglas County, Nebraska.

RIGHT TO ENFORCE

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any 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.

RESTRICTED USAGE

A. Said lots shall be used only for single-family or multi-family residential purposes and for accessory structures incidental to residential use, or for church or school purposes.

B. No building shall be located on any plot nearer than forty (40) feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than ten (10) feet to any side line of any building plot; provided however, that these requirements shall be automatically amended and superseded as to any plot for which the Board of Appeals of the City of Omaha, Nebraska, shall permit a lesser minimum front or side yard.

C. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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

E. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and

operate, maintain, repair and renew conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

OWNERS ' MAINTENANCE ASSOCIATION

In order to provide for exterior maintenance of premises as well as the maintenance and control of common areas, it is also specifically covenanted as follows:

1. Brighton Square Association (herein called Association) has been incorporated as a non-profit corporation under Nebraska law in order to regulate such exterior maintenance and control.
2. Each property owner shall be obligated to keep his own lawn, trees, shrubs and planting adequately watered at his expense to insure healthy and uniform growth. If any owner defaults in this obligation, the Association may at its option do the required watering and make an extra invoice charge for such service to such owner.
3. The record owner of each of said parcels or lots shall pay to the Association within ten (10) days after mailing of invoice by the Association to the owner at his address registered with the Association the amount thus invoiced by the Association for such of the following services as may be performed by the Association:
 - a) Maintenance of the exterior of all structures, lawns, drives and walks including but not limited to: painting, lawn mowing and landscape work, snow removal and maintenance of gas lights, gateways and ornamental exterior features on premises, and such other service functions of general benefit to premises as may be provided in the By-Laws or regulations of the Association from time to time.
 - b) The amount of said invoice shall be based upon Association's actual cost for such services prorated to each owner on the following basis:
 - 1) For each vacant lot, the annual invoice charge shall be \$50.00 per lot.
 - 2) From the total annual cost of such services shall first be deducted the total vacant lot charge computed as aforesaid. The balance of said cost shall be invoiced to the owners of improved lots in the proportion or ratio that the total number of rooms in each owner's structure bears to the total number of rooms in all structures on said real estate, with the room count to be computed as follows:

<u>Room</u>	<u>Room Count</u>
Living Room	1
Bedroom	1
Family Room or Den	1
Kitchen-dinette	1-1/2
Bathroom	0
One-half bath	0

c) In no event may the total annual amount invoiced to any owner exceed \$120.00 per individual family unit during the first one year after date hereof.

Said invoices may be mailed annually, monthly, quarterly or at other times as determined by the Association, and may include a reasonable reserve to provide cash for future repairs and maintenance.

4. If said invoice is not thus paid within ten (10) days after mailing as aforesaid, the Association may file an affidavit of default in the Register of Deeds office and may foreclose such claim as a Mechanic's Lien, it being agreed that each owner of real estate by accepting title does thereby engage and hire the Association to perform said services on and for the betterment of his property in order to bring such claim within the Mechanic's Lien Law of Nebraska. Said lien shall be junior to any first mortgage of record against premises recorded prior to the recording of said affidavit of default.

5. No owner may make any exterior alterations, repairs, maintenance or additions to his parcel or structures thereon without the prior written consent of Association; provided however, that all screen damage and glass breakage must be immediately repaired by each owner at his expense.

6. Each owner shall immediately repair and replace at his own expense and according to plans specified by the Association any exterior damage caused by any act or omission of the owner or persons occupying or visiting premises with the owner's knowledge or consent. Upon failure to make and pay for such repairs after written notice by the Association, the Association may make said repairs and invoice said cost wholly to the owner and enforce a lien on said premises as provided in Paragraphs 3 and 4 above.

7. Every present and subsequent owner of premises shall, by his acceptance of title to premises, be deemed to have consented to and agreed to abide by all of the terms and restrictions of these covenants and of said Association. Acceptance of title shall also be deemed to be an application by each said owner for membership in the Association.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these covenants this 15th day of _____, 1966.

CENTURY HOMES CO.

By: [Signature]
President

Attest: [Signature]
Secretary



