

of sale
between
parties:

BOOK 874 PAGE 313

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GEORGE J. DUNN
REGISTER OF DEEDS
DUNN

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being all the owners of the following described property:

Lots 300 and 301 of the Signal Hills Park Replat, as surveyed platted and recorded in Omaha, Douglas County Nebraska

for the mutual protection of the present owners and all subsequent owners of any of the described lots, covenant and declare that lots 300 and 301 shall be owned conveyed under and subject to the following covenants, conditions easements and restrictions:

1. These restrictions shall apply only to the following described parcel within Lots 300 and 301 (herein the "Micek parcel"):

A part of Lots 300 and 301, Signal Hill Park Replat, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northeast Corner of Lot 300, Signal Hill Park Replat; thence Southerly along the East line of Lot 300 a distance of 183.0 feet to the common corner of Lot 300 and 301; thence Easterly along the Northerly line of Lot 301 a distance of 150.0 feet (150.15' actual); thence Southerly along the East line of Lot 301 a distance of 100.13 feet to the Southeast corner of Lot 301; thence Westerly along the Southerly line of Lot 301 a distance of 35.0 feet; thence Southwesterly along the Southeasterly line of Lot 301 a distance of 93.17 feet; thence Northwesterly on a line 120.0 feet Easterly of and parallel with the Westerly line of Lot 301, a distance of 176.5 feet (177.2' actual) to a point 30.42 feet North of the common line between Lots 300 and 301; thence Northwesterly a distance of 141.92 feet to a point 53.73 feet South of and 112.44 feet West of the Northeast corner of Lot 300; thence Northerly a distance of 53.73 feet (53.70' actual) to the North line of Lot 300; thence Easterly along the North line of Lot 300 a distance of 112.44 feet (112.35 feet actual) to the Point of Beginning;

and

The South 200 feet of the North 235 feet of the East 200 feet of the Northeast 1/4 of Section 7, T14N, R12E of the 6th P.M., Douglas County, Nebraska, except that part taken for Streets being described as follows: Commencing at the Northeast corner of said Section 7;

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thence Southerly for 33 feet along the East line of the Northeast 1/4 of said Section 7 to the True Point of Beginning; thence continuing Southerly for 200 feet along said East line; thence Westerly for 14 feet parallel with the North line of said Northeast 1/4; thence Northerly for 149 feet parallel with the East line of said Northeast 1/4; thence Northwesterly for 60.46 feet to a point that is 41 feet South of the North line of said Northeast 1/4; thence Westerly for 143 feet parallel with and 41 feet South of the North line of said Northeast 1/4 to a point that is 200 feet West of the East line of said Northwest 1/4; thence Northerly for 8 feet parallel with said East line; thence Easterly for 200 feet to the True Point of Beginning.

2. The Micek parcel shall, according to the terms set forth herein, be used for those commercial purposes and subject to the restrictions contained herein. That the parties hereto are agreeing to said use, subject to the restrictions herein, in consideration of and as the direct result of a successful judgment rendered for Metzger in the Supreme Court in the State of Nebraska, 228 Neb. 437, N.W.2d (1988), Case No. 86-711, affirming the judgment of the District Court of Douglas County, Doc. 847, No. 656.

3. The parties by this instrument declare and tender the Covenant dated September 16, 1965, and found at Book 429 Page 405 of the Miscellaneous Records of the Douglas County Register of Deeds to be void and of no effect as the result of an unanimous vote of the parties.

4. The commercial use of the property shall be limited by those uses permitted by Limited Commercial Zoning (a copy of which is attached hereto and incorporated herein by reference).

5. No part of any structure erected on the Micek parcel will be built or maintained within 120 feet of any residential lot found in Lots 300 and 301 (i.e. any residential lot line along the westerly and southerly perimeter of the Micek parcel).

6. No structure shall be erected or maintained on the Micek parcel which exceeds three stories in height. Three stories in height shall be defined as a height of not greater than 40 feet above the lowest part of the grade immediately surrounding the building as said grade exists upon final completion. Further, no story shall be allowed below grade if, in measuring said story, it makes the entire structure exceed the maximum height of 40 feet.

7. A bermed bufferyard shall be erected on the Micek parcel prior to the commencement of any building or parking lot construction on that parcel and thereafter maintained during the life of these Restrictive Covenants, consisting of not less than

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25 feet in width in an easterly and northerly direction from the westerly and southerly perimeter of that parcel, and this bufferyard shall run along the entire westerly and southerly perimeter of that parcel. This bufferyard shall be constructed in such a manner to maintain the privacy of the adjacent residential lots, and serve as an adequate buffer against noise. The berm shall be of sufficient height (and in any event, not less than three feet) to accomplish the purposes of this paragraph. Spruce or other similar and suitable species, which are at least 10 feet in height with a 5-inch trunk diameter on the date of planting, shall be planted and maintained in sufficient size and density to accomplish these purposes, but not less than 15 feet on center from each other. In the event of the death or significant disfigurement of any one or more of these trees, it shall be replaced with a tree of comparable size and type by the successor in interest to the Micek parcel.

8. No offensive or obnoxious activity shall be conducted or permitted on the Micek parcel, nor any activity which may be an annoyance or a nuisance.

9. None of the Micek parcel shall be used in whole or in part for the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, or that will be obnoxious to the eyes; nor shall any substance or materials be kept on the land that will emit a foul or obnoxious odor, or cause any noise or will or might disturb the peace, quiet, comfort, serenity of the occupants of the residential lots that make up that part of lots 300 and 301 not described in the Micek parcel. All rubbish, trash and garbage, shall be promptly removed from the Micek parcel.

10. Any construction or grading undertaken on lots 300 and 301 shall be done in such a manner to assure that no drainage of any sort passes over or through the residential lots within lots 300 and 301 that are not part of the Micek parcel.

11. These Restrictive Covenants shall run with the land which is described in the legal description in Paragraph 1 and those persons bounding said parcel within Lots 300 and 301 shall have the right to enforce said Restrictive Covenants. These Restrictive Covenants shall be filed with Lots 300 and 301 and all subsequent owners thereof shall have the right to enforce the Restrictive Covenants. Each person taking title to Lots 300 and 301 agrees to be bound by these Restrictive Covenants as though the same were written into the instrument under which that person acquires title to the parcel of ground.

12. In the event any of the restrictions set forth herein are less restrictive than the actual zoning ordinances applicable either at the time of the signing of these Restrictive Covenants or adopted at any time hereinafter, said zoning ordinances shall be controlling.

13. No violation of these Restrictive Covenants single, continuing, or repeating, shall operate as a waiver of any provision, or restriction, of these Restrictive Covenants, notwithstanding any failure to enforce the provisions of these Restrictive Covenants as to such violations.

14. The invalidity or unenforceability of any provision of these Restrictive Covenants in whole or in part shall not affect the validity or enforceability of any other provision of these Restrictive Covenants.

15. Each provision of these Restrictive Covenants which is subject to the laws or rules sometimes known as the rule against perpetuities or rule against unreasonable restraints or alienation shall continue and remain in full force and effect for the period of 21 years following the death of the survivor of the owners of 300 and 301 as of the date of this instrument, as set out as signatories to this document, and the now living children of such persons, or as terminated in accordance with the provisions of these Restrictive Covenants, whichever first occurs. All other provisions shall continue and remain in full force and effect until January 1, 2009, and thereafter for successive periods of ten years each, until at least one year prior to January 1, 2009, or at least one year prior to any ten year period of extended duration, these Restrictive Covenants are terminated by two thirds vote (one vote per lot) of the then owners of Lots 300 and 301 as memorialized by a written and recorded instrument.

16. Any provision of these Restrictive Covenants may be amended or repealed by two thirds vote (one vote per lot) of the then owners of the lots within Lots 300 and 301 as memorialized in a written and recorded instrument.

17. If the present or future owners, users or occupants of the Micek parcel violate or attempt to violate these Restrictive Covenants or any part of them, any other persons owning any part or interest in lots 300 or 301 may prosecute a proceeding at law or in equity for damages, injunction or such other relief as may be appropriate. Prior to the institution of any such proceeding, 30 days written notice shall be given to the offending party and that party shall be given the opportunity (not to exceed 60 days thereafter) to correct the violation or threatened violation.

Dated this 23 day of December, 1988.

John Micek
John Micek

Anna Lou Micek
Anna Lou Micek

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Richard L. Metzger
Richard L. Metzger

Cynthia S. Metzger
Cynthia S. Metzger

Ronald L. Carson, Jr.
Ronald L. Carson, Jr.

Jeanine M. Carson
Jeanine M. Carson

Max V. Kurz, Jr.
Max V. Kurz, Jr.

Janice M. Kurz
Janice M. Kurz

Douglas I. Dunlap
Douglas I. Dunlap

Monica L. Dunlap
Monica L. Dunlap

Joan C. Hakenson
Joan C. Hakenson

Laurie Waterman
Laurie Waterman

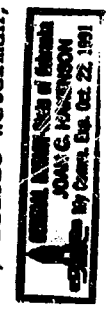
Linda Butkus
Linda Butkus

Linda Butkus
Linda Butkus

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13 day of November 1988 by Richard L. Metzger, Cynthia S. Metzger, Ronald L. Carson, Jr., Jeanine M. Carson, Max J. Kurz, Jr., Janice M. Kurz, Douglas I. Dunlap, Monica L. Dunlap, John Waterman, Laurie Waterman, Joseph Butkus, and Linda Butkus.



Joan C. Hakenson
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

14th day of November, 1988 by Joan C. Hakenson.



Lauri C. Connor
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

5th day of January, 1988 by John Micek, Anna Lou Micek.



Joan Hakenson
Notary Public

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ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument ~~was~~ acknowledged before me this
14th day of November 1988 by Ronald L. Carson, Jr. and
Jeannine M. Carson.



A GENERAL NOTARY PUBLIC FOR NEBRASKA
BY DANIEL SMITH
My Comm. Exp. Dec. 13, 1991

Notary Public

See Exhibit A feeds
AS TO

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GEORGE J. DOWELL, CLERK
REGISTER OF DEEDS

EASEMENT

We, Ronald Carson and Jeannine M. Carson, husband and wife, in consideration of One Dollar and other good and valuable consideration, receipt of which is acknowledged, do hereby convey and release to Anna Lou Micek, an perpetual easement and right of way for a certain sewer pipe, under and across the following described peoperty:

See Attached Exhibit A

The right of way hereby conveyed is for the sole purpose of locating, establishing, constructing and maintaining a sewer pipe under and through the above described property.

No pipe larger than that originally installed shall be installed without the prior written permission of the undersigned, or their heirs, successor, or assigns.

Anna Lou Micek, shall restore, or pay to have restored, the property to the condition as it was before the construction of the sewer pipe, including all fences, driveways and plantings. In the event of maintenance in the future, Anna Lou Micek, or her successors in title, shall restore, or pay to have restored, the property to the condition as it was before the maintenance.

Grantor reserves full right to use the strip for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted.

The easement described herein shall run with the land, and shall be for the benefit and use of Anna Lou Micek, the grantee herein, her heirs executors, administrators and assigns.

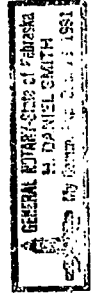
Dated this 14th day of Nov., 1988.

Ronald Carson
Ronald Carson

Jeannine M. Carson
Jeannine M. Carson

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14th day of November, 1988 by Ronald Carson and Jeannine M. Carson.



[Signature]
Notary Public

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