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GEORGE J. ...
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

MC-17852

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RESTRICTIVE COVENANTS

This agreement made this 2nd day of August, 1996 by and between Sweetbriar Syndicate, a Nebraska partnership (hereinafter referred to as the "Seller"), and Horgan Development Company, a Nebraska corporation, or its successors or assigns (hereinafter referred to as the "Purchaser").

RECITALS

1. Seller has sold to Purchaser the real estate described in Exhibit A attached hereto which Purchaser intends to develop as a residential subdivision known as "Huntington Park". It is the intention of Purchaser to develop Huntington Park in a manner similar to the portion of "Huntington Park" immediately adjacent to the East.
2. Seller has retained ownership of property immediately adjacent to the North of the property described in Exhibit A. This retained property is described in Exhibit B attached hereto.
3. The parties desire to enter into this agreement whereby Purchaser will covenant with Seller, with such covenants to run from the real estate described in Exhibit A in favor of the real estate described in Exhibit B, that the real estate described in Exhibit A will be developed in conformity with the intentions described above.

Now, therefore, in consideration of the premises, the parties agree as follows:

1. The Covenants hereinafter set forth shall run from Purchaser, its successors and assigns, in favor of Seller; shall run with the title to the real estate described in Exhibit A and in favor of the real estate described in Exhibit B and shall bind and be for the benefit of all parties having or acquiring any right, title or interest in the real estate described in Exhibit A and the real estate described in Exhibit B.
2. The real estate described in Exhibit A shall be developed only as a residential subdivision in accordance with the plat of Huntington Park.
3. Zoning on the property described in Exhibit A shall be and remain R-4 and no application for rezoning shall be submitted for approval without the consent of Seller.
4. The Restrictions and Covenants with respect to Huntington Park as contained in Article I. of the Declaration of Covenants recorded at Book 1048, Page 229 of the Register of Deeds of Douglas County, Nebraska, shall apply to all lots described in Exhibit A and such Restrictions and Covenants shall not be amended without the consent of Seller.
5. Seller, or its successors or assigns shall have the right to enforce by a proceeding at law or equity its rights in the event of a breach of these covenants.
6. These covenants shall terminate upon the earlier of (a) the expiration of fifteen years from

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EXHIBIT A

Lots 309 through 433 both inclusive;
Lots 435 through 439 both inclusive;
Lots 198 through 201 both inclusive;
Lots 218 and 219

all in Huntington Park a subdivision as surveyed, platted and recorded in Douglas County,
Nebraska.

EXHIBIT B

Lots 443, 442 and 441 in Huntington Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.