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RICHARD M. TAKECHI
REGISTERED SURVEYOR
DOUGLAS COUNTY, NEBRASKA

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AGREEMENT

PARTIES:

AGREEMENT made this 30th day of October, 1998, by and between BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, ("Grantor") and BRIAR HILLS HOMEOWNERS ASSOCIATION, INC., a Nebraska nonprofit corporation ("Grantee").

RECITALS:

This Agreement is made with reference to the following facts and objectives:

1. Grantor is the owner of Lots 1 through 164, Briar Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.
2. Grantor desires to construct entrance signs to Briar Hills Subdivision (the "Entrance Signs") on portions of the Property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Areas").
3. Grantee desires to maintain, improve, repair, upkeep, and replace the Entrance Signs.
4. Grantor desires to grant to Grantee an easement over the Easement Areas to maintain, improve, repair, upkeep and replace the Entrance Signs.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and the mutual agreements, provisions and covenants herein contained, the parties do hereby agree as follows:

SECTION 1. GRANT OF EASEMENT FOR IMPROVEMENT AND MAINTENANCE OF EASEMENT AREAS BY GRANTOR.

Grantor hereby grants and conveys unto Grantee a perpetual nonexclusive unrestricted easement over the Easement Areas for Grantee, its agents, employees, successors and assigns, to construct, maintain, improve, repair, upkeep and replace the Entrance Signs, which shall run with the Property and the title to the Property, and shall be binding on Grantor, its successors and assigns, and inure to the benefit of Grantee, its successors and assigns, and any person or other entity that at anytime hereafter shall become the owner of the Property.

SECTION 2. COST OF MAINTENANCE AND REPAIR TO EASEMENTS.

The cost and expenses of maintaining and repairing the Easement Areas shall be the responsibility of the Grantee, its successors and assigns. Grantee, its successors and assigns, shall repair any damage to the Property as a result of this Easement and shall bring the Property to its original condition following any damage by Grantee as soon as reasonably possible.

SECTION 3. GOVERNING LAW.

It is agreed that this Agreement shall be governed by, construed and enforced in accordance to the laws of the State of Nebraska.

SECTION 4. MISCELLANEOUS.

4.1 Amendments and Supplements. This Agreement may be amended and supplemented only in writing by additional agreements as may be determined by the parties to be necessary, desirable or expedient to further the purposes of this Agreement, or to clarify the intention of the parties hereto, or to add to or modify the terms or conditions hereof, or to effect or facilitate any approval or acceptance of the transactions contemplated by this Agreement or the consummation of the transactions contemplated hereby.

4.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter of this Agreement.

4.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, personal representatives, executors, conservators, successors and assigns.

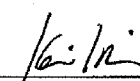
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, on the date first written above.

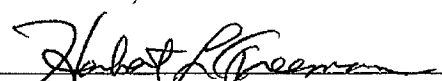
BRIAR HILLS DEVELOPMENT, L.L.P.,
a Nebraska limited liability partnership

By: BHD, L.L.C., a Nebraska limited liability
company, Partner

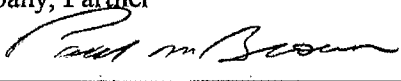
By: M. M. Udes
M. M. Udes, Manager

By: NEW MILLENNIUM, L.L.P., a
Nebraska limited liability partnership,
Partner

By: 
Kevin Irish, Partner

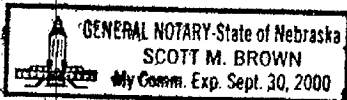
By: 
Herbert Freeman, Partner

By: B-4, L.L.C., a Nebraska limited liability
company, Partner

By: 
Paul M. Brown, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of October, 1998, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Maurice M. Udes ~~and Barbara Udes Shaw~~, Managers of BHD, L.L.C., a Nebraska limited liability company, Partner of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical persons named in the foregoing document and acknowledged the same to be their voluntary act and deed and the voluntary act and deed of the limited liability company.

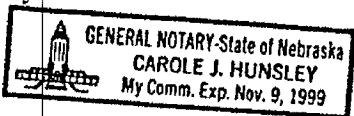


[Signature]

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30 day of Oct., 1998, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Kevin Irish and Herbert Freeman, Partners of NEW MILLENNIUM, L.L.P., a Nebraska limited liability partnership, Partner of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical persons named in the foregoing document and acknowledged the same to be their voluntary act and deed and the voluntary act and deed of the limited liability company.

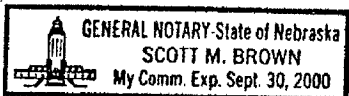


[Signature]

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of October, 1998, before me, the undersigned, a Notary Public in and for said County, personally appeared the above-named Paul M. Brown, Manager of B-4, L.L.C., a Nebraska limited liability company, Partner of BRIAR HILLS DEVELOPMENT, L.L.P., a Nebraska limited liability partnership, to me known to be the identical person named in the foregoing document and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the limited liability company.



[Signature]

Notary Public

Exhibit "A"

Parcel 1:

A tract of land being in Lot 20, Briar Hills, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 20, thence S87°21'12"W along the South line of said Lot 20, 4.00 feet, thence N02°38'48"W, 8.00 feet; thence N87°21'12"E, 4.00 feet to a point on the East line of said Lot 20; thence S02°38'48"E along said East line 8.00 feet to the point of beginning, and containing 32.00 sq. ft. more or less.

Parcel 2:

A tract of land being in Lot 25, Briar Hills, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northeasterly corner of said Lot 25, thence S52°21'12"W along the Easterly line of said Lot 25, 10.00 feet, thence N37°38'48"W, 7.00 feet; thence N52°21'12"E, 10.00 feet to a point on the Northerly line of said Lot 25; thence S37°38'4"E along said Northerly line 7.00 feet to the point of beginning, and containing 70.00 sq. ft. more or less.

Parcel 3:

A tract of land being in Lot 96, Briar Hills, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Lot 96, thence S02°38'48"E along the East line of said Lot 96, 14.00 feet, thence S87°21'12"W, 10.00 feet; thence N02°38'48"W, 14.00 feet to a point on the North line of said Lot 96; thence N87°21'12"E along said East line 10.00 feet to the point of beginning, and containing 140.00 sq. ft. more or less.

Parcel 4:

A tract of land being in Lot 163, Briar Hills, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Lot 163, thence S02°38'48"E along the East line of said Lot 163, 8.00 feet, thence S87°21'12"W, 4.00 feet; thence N02°38'48"W, 8.00 feet to a point on the North line of said Lot 163; thence N87°21'12"E along said East line 4.00 feet to the point of beginning, and containing 32.00 sq. ft. more or less.

Parcel 5:

A tract of land being in Lot 164, Briar Hills, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 164, thence S87°21'12"W along the South line of said Lot 164, 10.00 feet, thence N02°38'48"W, 14.00 feet; thence N87°21'12"E, 10.00 feet to a point on the East line of said Lot 164; thence S02°38'48"E along said East line 10.00 feet to the point of beginning, and containing 140.00 sq. ft. more or less.

Parcel 6:

A tract of land located in the NE 1/4 of Section 16, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeasterly corner of Lot 161, Briar Hills, a platted and recorded subdivision in Douglas County, Nebraska, said corner also being a point on the Westerly right-of-way line of 171st Street, said point also being a point on a curve to the left; thence along said curve to the left a radius of 385.00 feet, a chord bearing S22°06'39"W, 8.00 feet an arc distance of 8.00 feet; thence N66°29'04"W, 8.00 feet; thence N23°30'56"E, 8.00 feet to a point on the Southerly line of said Lot 161, Briar Hills; thence S66°29'04"E along said Southerly line 8.00 feet to the point of beginning, and containing 64.00 sq. ft. more or less.

SE NE

Parcel 7:

A tract of land located in the Northeast Quarter of Section 16, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Section 16, thence S87°55'47"W along the North line of said Section 16, 1271.40 feet; thence S02°04'13"E, 50.00 feet to the point of beginning; thence N87°55'47"E, 14.00 feet; thence S02°04'13"E, 22.00 feet; thence S87°55'47"W, 13.58 feet to a point on a curve to the right; thence along said curve to the right, having a radius of 320.00 feet, a chord bearing N03°31'58"E, 16.33 feet, and an arc distance of 16.34 feet; thence N02°04'13"W, 5.67 feet to the point of beginning, and containing 305.73 sq. ft. more or less.

NE NE

Parcel 8:

A tract of land located in the Northeast Quarter of Section 16, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Section 16, thence S87°55'47"W along the North line of said Section 16, 1351.40 feet; thence S02°04'13"E, 44.33 feet to the beginning of a curve to the left, thence along said curve to the left having a radius of 380.00 feet, a chord bearing S02°59'53"E, 5.67 feet, and an arc distance of 5.67 feet to the point of beginning; thence continuing along said curve to the left, having a radius of 380.00 feet, a chord bearing S04°35'10"E, 22.02 feet, and an arc distance of 22.02 feet; thence S87°55'47"W, 14.97 feet; thence N02°04'13"W, 22.00 feet; thence N87°55'47"E, 14.00 feet to the point of beginning, and containing 316.29 sq. ft. more or less.

NW NE



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 DEL _____ SCAN _____ FV _____

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Received - RICHARD TAKECHI
 Register of Deeds, Douglas County, NE
 3/30/2004 10:03:27 AM



2004039765

**DECLARATION OF RESTRICTIVE COVENANTS
 FOR LOTS 164 AND 331, BRIAR HILLS,
 A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED,
 DOUGLAS COUNTY, NEBRASKA**

KNOW ALL PERSONS BY THESE PRESENTS:

That 168th and Blondo, L.L.C., a Nebraska limited liability company ("Declarant"), being the present owner of certain real estate (the "Real Estate") in the County of Douglas, State of Nebraska, legally described Lots 164 and 331 of Briar Hills, a subdivision as surveyed, platted and recorded, Douglas County, Nebraska, hereby declares that all of the Real Estate shall be subject to the restrictive covenants set forth herein.

The restrictive covenants set forth herein are for the benefit of the Declarant and each of the successor owners of any portion of the Real Estate (hereinafter collectively the "Beneficiaries").

The restrictive covenants set forth herein shall pass with the Real Estate, or any parcel, lot or site thereof, and shall bind each and every owner thereof or of any interest therein, including Declarant, and the respective assigns and successors in interest of such owners and any lessees, tenants and other occupants of any building thereon. These restrictive covenants are imposed upon the Real Estate and are to be construed as restrictive covenants running with the land and with each and every part thereof:

- PROHIBITED USES AND IMPROVEMENTS. No portion of the Real Estate shall be used for any of the following uses:

- Gas Station;
- Convenience Store;
- Car Wash;
- Liquor Store or other business selling beer or liquor for off-premises consumption; or
- Tobacco Store or other business selling tobacco products for off-premises use or consumption.

Rembr to:
 JACQUELINE LLA
 BAIRD HOLM
 1500 WOODBURN ST W BR
 OMAHA NE 68102

✓ 210181.

2. REMEDIES FOR VIOLATIONS.

Upon a violation or breach of any of the restrictive covenants set forth herein any Beneficiary or their respective successors and assigns, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them.

3. TERM AND EXTENSIONS; AMENDMENT.

(a) Each restrictive covenant contained in this instrument shall continue in effect for a period of thirty (30) years.

(b) This Declaration of Restrictive Covenants may only be modified or amended by a written amendment signed by all owners of the Real Estate and by all Beneficiaries.

4. DECLARATION SHALL CONTINUE NOTWITHSTANDING BREACH.

It is expressly agreed that no breach of this Declaration shall (i) entitle any party to cancel, rescind or, otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

5. RULE AGAINST PERPETUITIES.

In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

6. WAIVER.

No delay or omission in exercising any rights, power or remedy herein provided, in the event of any breach of the restrictive covenants herein contained, shall be construed as a waiver thereof or acquiescence therein.

7. SEVERABILITY.

In the event any one or more of the foregoing restrictive covenants is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other covenants, conditions, reservations and restrictions not specifically declared to be void or unenforceable, but all of the remaining restrictive covenants not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

8. BENEFICIARIES.

These restrictive covenants are made for the benefit of any and all persons who may now own, or who may in the future own the Real Estate. Such persons are specifically given the right to enforce these restrictive covenants by injunction or other legal or equitable procedure, and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

IN WITNESS WHEREOF, the parties have caused these presents to be executed at Omaha, Douglas County, Nebraska, this 29 day of March, 2004.

168TH AND BLONDO, L.L.C., a Nebraska limited liability company

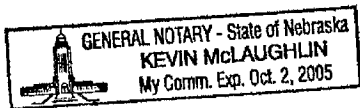
By: *John T. Spaustat*
John T. Spaustat, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on MARCH 29th, 2004, by John T. Spaustat, the Managing Member of 168th and Blondo, L.L.C., a Nebraska limited liability company, on behalf of the company.

Kevin McLaughlin
Notary Public

DOCS/601571.1



Briar Hills Lots 165-295

- Plat and Dedication recorded July 17, 2000 in Book 2157 at Page 407 of the Records of Douglas County, NE, easement to OPPD, Cable T.V., and U.S. West Communication for utility installation and maintenance on, over, through, under and across a five foot wide strip of land adjoining front boundary lines; an eight foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen foot wide strip of land adjoining the rear boundary lines of all exterior lots, with a provision to said sixteen foot wide strip of land to be reduced to eight feet upon certain terms and conditions as described therein. Easement to MUD five feet abutting all circles.
- Declaration of Covenants dated July 13, 1988, filed July 27, 1998 in Book 1257 at Page 001 of the Deed Records of Douglas County, Nebraska, grants easement to Omaha Public Power District and Northwestern Bell Telephone Company and Cable for utility installation and maintenance on, over, through, under and across a 5 foot wide strip of land adjoining front and side lots lines; an 8 foot wide strip of land adjoining rear lot lines of interior lots; and a 16 foot wide strip of land adjoining rear lot lines of exterior lots. Easement to MUD over, through, under, and across a 5 foot strip of land abutting all circles. Contains certain restrictions . Declarant declares that boundary lots are subject to an easement in favor of the Declarant and Briar Hills Homeowners Association for utility installation and maintenance, and replace Landscape buffer and boundary Fence imposition of Dues and Assessments to Briar Hills Homeowners Association.
- First Amendment to Protective Covenants dated August 1, 2000, filed August 23, 2000 in Book 1349 at Page 187, of the Miscellaneous Records of Douglas County, Nebraska.
- Second Amendment to Protective Covenants dated August 31, 2000, filed September 20, 2000 in Book 1352 at Page 156 of the Records of Douglas County, Nebraska.
- Third Amendment to Protective Covenants dated October 4, 2000, filed October 25, 2000 in Book 1356 at Page 287 of the Records of Douglas County, Nebraska.
- Fourth Amendment to Protective Covenants recorded October 24, 2002 in Book 1469 at Page 218 of the Records of Douglas County, NE.