



MISC 2007021823



FEB 26 2007 12:33 P 47

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/26/2007 12:33:07.19



2007021823

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

misc FEE 249.⁵⁰ 01-60000
47 BKP16-15-12^A FB 58-06780
C/O COMP CC
29 DEL _____ SCAN _____ FV _____

✓ 3595

Robert Mullin, Jr.
1601 Dodge St #370
Omaha, Ne 68104

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by the Clin-Mar Homeowners Association, a Nebraska non-profit corporation, and all of those persons listed on Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Omaha, Douglas County, Nebraska, which real property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

NOW, THEREFORE, Declarant hereby declares that all of the real property described on Exhibit ~~A~~ "B" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. It is understood that not all parties having an interest in said real property may have executed this Declaration. In that event, additional parties may execute this Declaration or an acknowledgment and consent hereto at a later date and such execution shall be deemed to have the same force and effect as if executed concurrently herewith. It is further understood that some owners, as defined herein, may execute this Declaration under the express agreement that the provisions hereof shall not apply to them while they are owners, but shall have full application to any successors in interest to their ownership rights.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Clin-Mar Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract purchasers and beneficial owners, but excluding those having interest in any such Lot merely as security for the performance of an obligation, including trust deed trustees and beneficiaries.

Section 3. "Properties" shall mean and refer to that certain real property described on Exhibit "B" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean the real property consisting of approximately 17.2 acres of park and pasture land owned by the Association.

Section 5. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of any part of the Properties with the exception of the Common Area.

Section 6. "By-Laws" shall mean the By-Laws adopted by the Association as they may exist as amended from time to time, which By-Laws are incorporated herein by this reference.

ARTICLE II PROPERTY RIGHTS

Every owner together with their respective employees, agents, licensees and invitees, shall have the right in common with the other Owners to the use and enjoyment of the Common Area, subject to such rules, regulations and other restrictions and conditions as may be provided hereunder or in the By-Laws.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership of any owner shall

terminate upon conveyance of the interest of such person in a Lot to a new Owner.

Section 2.The Association shall have one class of voting membership consisting of all Owners who shall be entitled to two votes for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The votes for such Lot shall be exercised as they determine, but in no event shall more than two votes be cast with respect to any Lot. Whenever reference is made herein to consent by or vote of members, the total number of votes allocated to members shall be considered rather than the total number of members.

ARTICLE IV COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of an instrument of conveyance thereof, whether deed, lease, land contract or otherwise, and whether or not it shall be so expressed in such instrument of conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest from the due date at the legal rate for judgments in the State of Nebraska and costs, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the residential and recreational purposes, health, safety, and welfare of the Owners and their respective licensees and invitees and for the improvement and maintenance of the Common Area. The annual assessments may be used, among other things, to pay the costs of operating and maintaining the Common Area; general public liability and hazard insurance, and other appropriate types of insurance; real estate taxes, lighting; upkeep and maintenance of the recreational areas; snow removal, road improvements and

maintenance; landscaping and landscaping maintenance; wages; payroll taxes; license and permit fees; security; professional services; repairs; replacement; maintenance supplies; maintenance and preservation of pasture and park areas, principal and interest payments incident to indebtedness incurred by the Association for any of the above purposes; and such other items as may be determined by the Board of Directors for the promotion of the purposes of the Association.

Section 3. Determination of Amount of Annual Assessments and Time for Making Such Determination. In January of each year, the Board of Directors shall adopt an annual budget by estimating the amount of money necessary to make payment of all estimated expenses growing out of or connected with those items described in Section 2 for the purpose of assessments. Within 30 days after making the budget, the Board of Directors shall provide a summary of the budget to all owners and shall set a date for the annual meeting of the Owners at which the ratification of the budget shall be considered by the Owners. In the event the proposed budget is rejected at the annual meeting, the annual budget last ratified by the owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. Promptly upon ratification of the budget for the ensuing year, the Board of Directors shall determine the amount of the annual assessment to be levied against each Lot and shall give written notice to each owner of the amount of his annual assessment. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of Owners to pay the same. In determining the amount of the annual assessment to be paid by the Owners, consideration shall be given to all sources of income of the Association other than annual assessments.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or the amount by which the Board of Directors estimate that actual costs, expenses and liabilities of the Association, will exceed those budgeted for the fiscal year, provided that any such assessment shall have the assent of twothirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Assessments may be collected on whatever basis is deemed to be reasonable by the Board of Directors, but in no event less often than annually.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of February, 2004 and shall be in the amount determined as provided in Section 3. Thereafter, the Board of Directors shall fix the amount of the annual assessment in the manner provided in Section 3 and the assessment year shall be deemed to begin on February 1 of one year and to end on January 31 of the following year. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Assessments may be paid in quarterly or semi-annual installments with the permission of the Association. Any assessment, or part thereof, not paid within one hundred eighty (180) days after the due date shall be considered delinquent giving rise to a penalty to one-fifth of the unpaid installment or assessment at the Association's option. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property in the same manner as mortgages or other liens against real property are enforceable in the State of Nebraska at the time such lien arises. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon each Lot in the Properties for the benefit of each other Lot, and may be enforced by any Owner:

Section 1. Buildings or Uses Other than for Residential Purposes. Except as specifically approved in writing by the Board of Directors, no building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any of the Lots within the Properties. No Lots shall be used except for residential purposes.

Section 2. Temporary Structure. No shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

Section 3. Livestock and Poultry Prohibited. No stable or shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or be permitted to remain on any Lot except that a doghouse shall be permitted provided the construction plans and specifications and the location of the proposed structure have first been approved in writing by the Declarant or the Committee. No animals, poultry or fowl of any kind except inside household domestic pets and two dogs or two cats, or one of each shall be kept on any lot.

Section 4. Billboards Prohibited. The construction, placing or maintenance of billboards, advertising boards or structures on any building site in the Properties is expressly prohibited except that "for sale" signs of a standard size not to exceed two feet by three feet may be placed on any of the Lots.

Section 5. Noxious Activity. No noxious or offensive activity shall occur on the Properties, nor shall any trash, ashes or other refuse be burned, thrown, placed or dumped upon any vacant building site, Lot or any part of the Common Area with the exception of a dump site designated by the Board of Directors, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. No raw garbage shall be dumped in any designated dump site.

Section 6. Trash Incinerators. No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling.

Section 7. General Building Restrictions. No lot shall be improved except in accordance with the following minimum specifications as to size, style, design, type and location of improvement:

- (a) All Lots within the Properties shall be used only for detached single family residences, and not more than one single family dwelling with garage and/or storage facility shall be erected, altered, placed or permitted to remain on any one of said Lots and no homes may be attached as duplexes by use of zero lot line and party wall.
- (b) There shall be no dwellings of flat roof design.
- (c) Dwellings of contemporary design, and swimming pools may be built only with the prior written approval of the undersigned as to size, style, design, and location thereof.
- (d) Dwellings may not be built of material other than wood, stone, brick, brick veneer, or some combination thereof. All exposed foundation shall be either brick or stone-faced. Outdoor cooking facilities shall be solid masonry (brick, stone or a combination thereof) and shall be architecturally compatible with the dwelling and only one outdoor cooking facility may be erected on each lot.
- (e) A dwelling on which construction has begun must be completed within one year from the date the foundation was dug for said dwelling.
- (f) No dwelling shall be more than two stories in height. Each dwelling which is more than one story in height shall have sufficient space on the second floor to accommodate at least two complete rooms (whether or not finished) the combined cubic space of which is at least one-third (1/3) of the cubic space of the first floor of the dwelling, exclusive of garage, porches, patios and basements; and each such second story room shall have at

least one window (with glass dimensions at least two (2) feet wide and three and one-half (3 1/2) feet high) on each of at least two sides of the building. Each dwelling shall have not less than 1,800 square feet of inside floor area, exclusive of basement porches, terraces and garage, if one story in height, or an inside floor area of 2,000 square feet, exclusive of basement, porches, terraces and garage, if more than one story in height. Each dwelling shall have an attached garage with at least 400 square feet of floor space, and no carports will be allowed.

- (g) No building or appurtenant shall be erected on any Lot within sixty (60) feet of the street line bordering said lot nor within twenty-five (25) feet of either side of the lot line nor, (except on Lot Seventeen (17) and Lot Twenty-Two (22) within forty (40) feet of the rear lot line.
- (h) Hereafter no dwellings shall be constructed facing on Blondo Street, and any dwellings constructed on Lots Three (3) through Six (6), inclusive, must face 102 Street.
- (i) No hedge, fence, wall, steps, playground equipment, recreational facilities, parking area, or other equipment or constructed facilities shall be constructed, placed or maintained forward of the front line of any dwelling, other than a cement driveway from the street to the garage and a cement sidewalk connecting the house, street and driveway.
- (j) Except for existing utility lines, all utility lines leading from any lot line to any dwelling and all outside fuel tanks, shall be placed underground.
- (k) No aerial towers of any kind shall be erected or maintained on any lot or on any improvement thereon, and no sign shall be placed or maintained on any lot other than one or two foot by three foot sign advertising the lot for sale.
- (l) No other material than dirt, rock and gravel shall be used as fill on any lot, and the general grade and slope of any lot shall not be altered or changed substantially without prior written permission of the undersigned.

Section 8. Use Restrictions. Following are restrictions on the use of each Lot and the owner of each Lot covenants that:

- (a) Garbage, ashes, refuse and trash, receptacles therefore shall not be placed or maintained on any lot so as to be exposed to view or become a nuisance.
- (b) No building, structure, tent or movable home, other than a dwelling completed in accordance with the requirements of this document shall be used as a residence temporarily or permanently.
- (c) Garage doors shall be closed at all times except upon entering or leaving the garage.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by no less than two-thirds (2/3) of the Owners.

Section 4. Annexation. Additional real property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the Owners.

Section 5. Rules and Regulations. The Board of Directors shall have the right to promulgate rules and regulations for the use of the Common Areas which may be enforced in the manner provided in the By-Laws; provided, however, that no such rule or regulation shall be effective unless and until it has been approved at a meeting of the members.

Section 6. Termination. Upon agreement of the members as provided in Section 3, this Declaration and the Association may be terminated. In such event, the Owners of the Lots shall own the Common Areas as tenants in common in equal shares.

CLIN-MAR HOMEOWNERS ASSOCIATION

Donald J. Goaley
DONALD J. GOALEY

Shirlee A. Goaley
SHIRLEE A. GOALEY

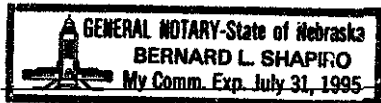
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared DONALD J. GOALEY and SHIRLEE A. GOALEY who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

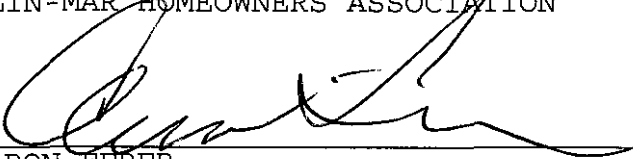
Witness my hand and notarial seal this 26th day of February, 1995.

[Signature]
Notary Public

My Commission Expires:



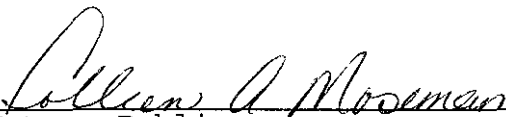
CLIN-MAR HOMEOWNERS ASSOCIATION


AARON FERER

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

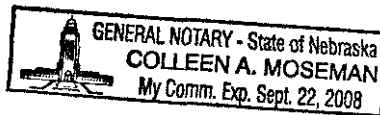
Before me, the undersigned a Notary Public in and for said county, personally appeared AARON FERER who acknowledged himself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 20th day of February, 2007.


Notary Public

My Commission Expires:

9-22-08



CLIN-MAR HOMEOWNERS ASSOCIATION

Anne M. Pogge

ANNE M. POGGE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

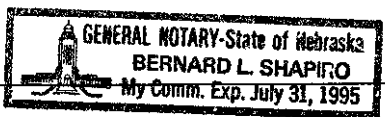
Before me, the undersigned a Notary Public in and for said county, personally appeared ANNE M. POGGE who acknowledged herself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be her voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 26th day of February, 1995.

Bernard L. Shapiro

Notary Public

My Commission Expires:



CLIN-MAR HOMEOWNERS ASSOCIATION

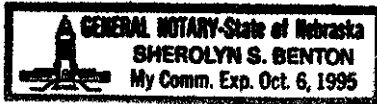
Mary E. Knowles

MARY E. KNOWLES

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared MARY E. KNOWLES who acknowledged herself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be her voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 1st day of May, 1995.



Sherolyn S. Benton

Notary Public

My Commission Expires:

10-6-95

CLIN-MAR HOMEOWNERS ASSOCIATION

Richard Schultz
RICHARD D. SCHULTZ

Elizabeth Schultz
ELIZABETH SCHULTZ

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared RICHARD D. SCHULTZ and ELIZABETH SCHULTZ who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 26th day of February, 1995.

Bernard L. Shapiro
Notary Public

My Commission Expires:



CLIN-MAR HOMEOWNERS ASSOCIATION

Mary N. Little

MARY N. LITTLE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

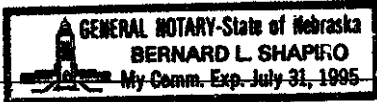
Before me, the undersigned a Notary Public in and for said county, personally appeared MARY N. LITTLE who acknowledged herself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be her voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 26th day of February, 1995.

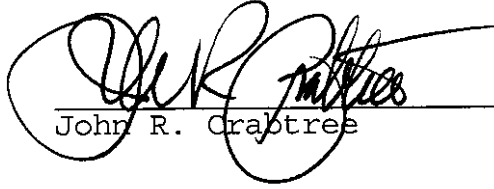
Bernard L. Shapiro

Notary Public

My Commission Expires:



CLIN-MAR HOMEOWNERS ASSOCIATION

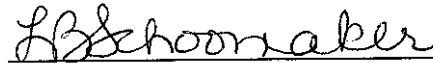

John R. Crabtree

Sylvia Sue Crabtree

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared John R. Crabtree and Sylvia Sue Crabtree who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 30 day of march, 2005.


Notary Public for John R Crabtree.

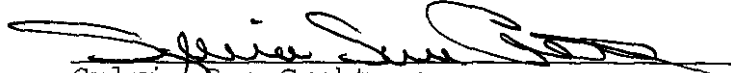
My Commission Expires:

Sept 11, 2005



CLIN-MAR HOMEOWNERS ASSOCIATION


John R. Crabtree


Sylvia Sue Crabtree

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared John R. Crabtree and Sylvia Sue Crabtree who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

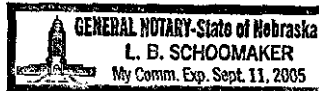
Witness my hand and notarial seal this 30 day of March, 2005.



Notary Public
for Sylvia Crabtree

My Commission Expires:

Sept 11, 2005



CLIN-MAR HOMEOWNERS ASSOCIATION

Jeff Becker
Jeff Becker

Lori A. Becker
Lori Becker

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared Jeff Becker and Lori Becker who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 3rd day of May, 2004.



Marla M. Hein
Notary Public

My Commission Expires:
9/20/2004

CLIN-MAR HOMEOWNERS ASSOCIATION

John L. Maginn
JOHN L. MAGINN
Carol Maginn
CAROL MAGINN

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared JOHN L. MAGINN and CAROL MAGINN who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 26th day of February, 1995.

Bernard L. Shapiro
Notary Public

My Commission Expires:



CLIN-MAR HOMEOWNERS ASSOCIATION

Joseph Townley

JOSEPH TOWNLEY, M.D.
Karla Townley

KARLA TOWNLEY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared JOSEPH TOWNLEY, M.D. and KARLA TOWNLEY who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 29TH day of MARCH, 1999.

Mark E Marcotte

Notary Public

My Commission Expires:
DECEMBER 12, 2001



CLIN-MAR HOMEOWNERS ASSOCIATION

Steve Joyce
Steve Joyce

Carolyn J. Joyce
Carolyn J. Joyce

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

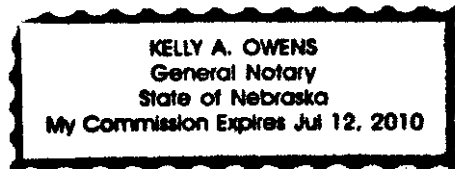
Before me, the undersigned a Notary Public in and for said county, personally appeared Steve Joyce and Carolyn J. Joyce who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 10th day of February, 2007.

Kelly A. Owens
Notary Public

My Commission Expires:

July 12, 2016



CLIN-MAR HOMEOWNERS ASSOCIATION

Robert W. Baltzell
ROBERT W. BALTZELL, Trustee

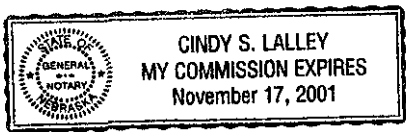
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared Robert W. Baltzell who acknowledged himself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 2nd day of April, 1999.

Cindy S. Lalley
Notary Public

My Commission Expires:
11.17.01



CLIN-MAR HOMEOWNERS ASSOCIATION

James P. Kineen, Trustee
James P. Kineen, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared James P. Kineen, Trustee who acknowledged himself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 13 day of April, 2005.

Sharon Huber

Notary Public

My Commission Expires:



CLIN-MAR HOMEOWNERS ASSOCIATION

Michael Burns
Michael Burns

Kathleen A. Burns
Kathleen Burns

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

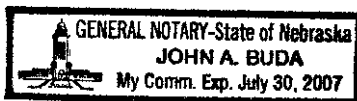
Before me, the undersigned a Notary Public in and for said county, personally appeared Michael Burns and Kathleen Burns who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 1st day of April, 2005.

John A. Buda
Notary Public

My Commission Expires:

7-30-2007



CLIN-MAR HOMEOWNERS ASSOCIATION

Steven Gambaiani

STEVEN GAMBAIANI

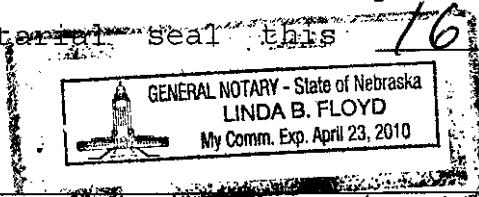
Kristine Gambaiani

KRISTINE GAMBAIANI

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared STEVEN GAMBAIANI and KRISTINE GAMBAIANI who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 16 day of Feb, 2007.



Notary Public

L B Floyd

My Commission Expires:

April 23, 2007

CLIN-MAR HOMEOWNERS ASSOCIATION

Craig S. Lukas
CRAIG S. LUKAS

Cecily A. Lukas
CECILY A. LUKAS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared CRAIG S. LUKAS and CECILY A. LUKAS who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 26th day of February, 1995.

Bernard L. Shapiro
Notary Public

My Commission Expires:



CLIN-MAR HOMEOWNERS ASSOCIATION

Gary R. Roger
Gary R. Roger

Nancy Roger
Nancy Roger

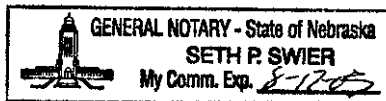
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared Gary R. Roger and Nancy Roger who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 12th day of June, 2004.

[Signature]
Notary Public

My Commission Expires:
8-17-05



CLIN-MAR HOMEOWNERS ASSOCIATION

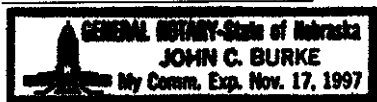
Irma C. Byam

IRMA C. BYAM

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared IRMA C. BYAM who acknowledged herself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be her voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 11th day of MARCH, 1995.



John C. Burke

Notary Public

My Commission Expires:

11/17/97

CLIN-MAR HOMEOWNERS ASSOCIATION

Thomas G. Hotz

Thomas G. Hotz

STATE OF ~~NEBRASKA~~)
 Virginia)
 Lincoln) ss.
COUNTY OF ~~DOUGLAS~~)

Before me, the undersigned a Notary Public in and for said county, personally appeared Thomas G. Hotz who acknowledged himself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 8th day of June, 2004.

Natalee Johnson
Notary Public

My Commission Expires:
11-30-05

NOTARIAL SEAL
REGISTER OF DEEDS

CLIN-MAR HOMEOWNERS ASSOCIATION

Charles T. McMinn
CHARLES T. McMINN

Wendy A. McMinn
WENDY A. McMINN

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared Charles T. McMinn and Wendy A. McMinn, who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

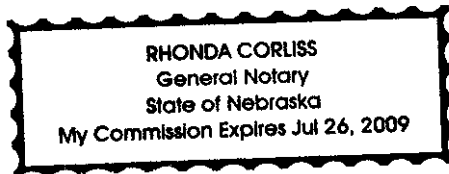
Witness my hand and notarial seal this 9 day of February, 2007.

Rhonda Corliss

Notary Public

My Commission Expires:

7-26-2009



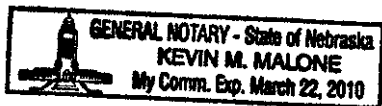
CLIN-MAR HOMEOWNERS ASSOCIATION



LEO CAROSELLA

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared LEO CAROSELLA who acknowledged himself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 4th day of May, 2006.




Notary Public

My Commission Expires:

March 22, 2010

CLIN-MAR HOMEOWNERS ASSOCIATION

Susan A Shoemaker

Susan A. Shoemaker

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared Susan A. Shoemaker who acknowledged herself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be her voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 18th day of May, 2004.

Beverly J Jones

Notary Public

My Commission Expires:

December 10, 2005



CLIN-MAR HOMEOWNERS ASSOCIATION

Peter M. Townley
Peter M. Townley, M.D.
Annette Townley
Annette Townley

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared Peter M. Townley, M.D. and Annette Townley who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

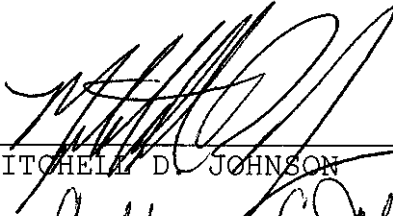
Witness my hand and notarial seal this 29th day of May, 2004.

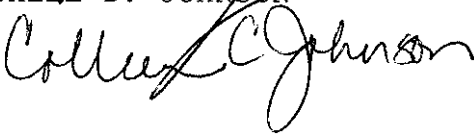
Judith Reha
Notary Public

My Commission Expires:
June 30, 2006



CLIN-MAR HOMEOWNERS ASSOCIATION

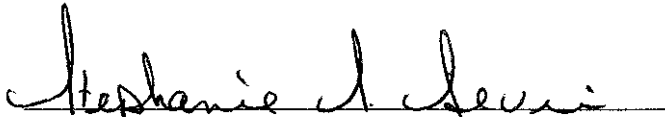


MITCHELL D. JOHNSON


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

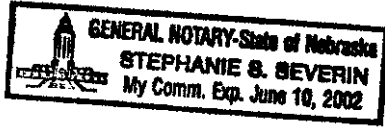
Before me, the undersigned a Notary Public in and for said county, personally appeared MITCHELL D. JOHNSON who acknowledged himself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 2 day of April, 1999.



Notary Public

My Commission Expires:
June 10, 2002



CLIN-MAR HOMEOWNERS ASSOCIATION

Robert D. Mullin, Jr.

ROBERT D. MULLIN, JR.

Susan A. Mullin

SUSAN A. MULLIN

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared ROBERT D. MULLIN, JR. and SUSAN A. MULLIN who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 26th day of February, 1995.

Bernard L. Shapiro

Notary Public

My Commission Expires:



CLIN-MAR HOMEOWNERS ASSOCIATION

William M King

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared homeowner who acknowledged himself to be the _____ of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 26th day of February, 1995.

[Signature]
Notary Public

My Commission Expires:



CLIN-MAR HOMEOWNERS ASSOCIATION

Helen C. Jenkins
HELEN C. JENKINS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared HELEN C. JENKINS who acknowledged herself to be a homeowner of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be her voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 26th day of February, 1995.

Tiffany Greenwalt
Notary Public

My Commission Expires:

12.12.95



CLIN-MAR HOMEOWNERS ASSOCIATION

William R. Johnson

WILLIAM R. JOHNSON

Maureen E. Johnson

MAUREEN E. JOHNSON

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

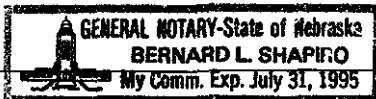
Before me, the undersigned a Notary Public in and for said county, personally appeared WILLIAM R. JOHNSON and MAUREEN E. JOHNSON who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 26th day of February, 1995.

Bernard L. Shapiro

Notary Public

My Commission Expires:



CLIN-MAR HOMEOWNERS ASSOCIATION

Robert E. Linden

ROBERT E. LINDEN

Sandra J. Linden

SANDRA J. LINDEN

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

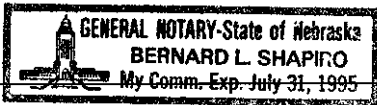
Before me, the undersigned a Notary Public in and for said county, personally appeared ROBERT E. LINDEN and SANDRA J. LINDEN who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 26th day of February, 1995.

Bernard L. Shapiro

Notary Public

My Commission Expires:



CLIN-MAR HOMEOWNERS ASSOCIATION

Patricia A. Lontor
PATRICIA A. LONTOR

Charles Lontor
CHARLES LONTOR

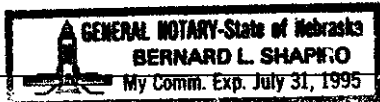
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared PATRICIA A. LONTOR and CHARLES LONTOR who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 26th day of February, 1995.

Bernard L. Shapiro
Notary Public

My Commission Expires:



CLIN-MAR HOMEOWNERS ASSOCIATION

Jim Russell

Kathleen Russell

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned a Notary Public in and for said county, personally appeared Jim Russell and Kathleen Russell who acknowledged themselves to be homeowners of CLIN-MAR HOMEOWNERS ASSOCIATION, a Nebraska non-profit corporation, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal this 7th day of MARCH, 2005.

Trudi J. Barber
Notary Public

My Commission Expires:

MARCH 6, 2006

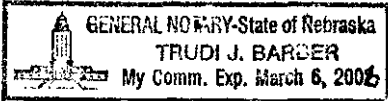


EXHIBIT A

OWNER	LEGAL DESCRIPTION	ADDRESS
Shirlee Goaley	Lot 1, Clin-Mar Estate	10101 Blondo Street Omaha NE 68134
Aaron Ferer	Lot 2, Clin-Mar Estate	1907 North 102 Street Omaha NE 68114
Anne M. Pogge	Lot 3, Clin-Mar Estate	1715 North 102 Street Omaha NE 68114
Mary E. Knowles	Lot 4, Clin-Mar Estate	1705 North 102 Street Omaha NE 68114
Elizabeth M. Schultz	Lot 5, Clin-Mar Estate	1629 North 102 Street Omaha NE 68114
Mary N. Little	Lot 6, Clin-Mar Estate	1619 North 102 Street Omaha NE 68114
John and Sylvia Sue Crabtree	Lot 7, Clin-Mar Estate	1938 North 101 Street Omaha NE 68114
Jeffrey and Lora Becker	Lot 8, Clin-Mar Estate	1922 North 101 Street Omaha NE 68114
John and Carol Maginn	Lot 9, Clin-Mar Estate	1908 N. 101 Street Omaha NE 68114
Joseph and Karla Townley	Lot 10, Clin-Mar Estate	1840 North 101 Street Omaha NE 68114
Carolyn and Steve Joyce	Lot 11, Clin-Mar Estate	1830 North 101 Street Omaha NE 68114
Robert Baltzell, Trustee	Lot 12, Clin-Mar Estate	1818 North 101 Street Omaha NE 68114
James Kineen	Lot 13, Clin-Mar Estate	1806 North 101 Street Omaha NE 68114
James and Lisa Quinn	Lot 14, Clin-Mar Estate	1937 North 101 Street Omaha NE 68114
Michael and Kathleen Burns	Lot 15, Clin-Mar Estate	1923 North 101 Street Omaha, NE 68114
Steven and Kristine Gambaiani	Lot 16, Clin-Mar Estate	1909 North 101 Street Omaha NE 68114
Craig and Cecily Lukas	Lot 17, Clin-Mar Estate	1823 North 101 Street Omaha NE 68114
Gary and Nancy Roger	Lot 18, Clin-Mar Estate	1922 North 100 Street Omaha NE 68114
Irma Byam	Lot 19, Clin-Mar Estate	1906 North 100 Street Omaha NE 68114
Thomas G. Hotz	Lot 20, Clin-Mar Estate	1822 North 100 Street Omaha NE 68114

20

Charles T. and Wendy McMinn	Lot 21, Clin-Mar Estate	1808 North 100 Street Omaha, NE 68114
Leo Carosella	Lot 22, Clin-Mar Estate	1807 North 101 Street Omaha, NE 68114
Susan A. Shoemaker	Lot 23, Clin-Mar Estate	1927 North 100 Street Omaha NE 68114
Peter and Annette Townley	Lot 24, Clin-Mar Estate	1917 North 100 Street Omaha NE 68114
Mitch and Colleen Johnson	Lot 25, Clin-Mar Estate	1905 North 100 Street Omaha NE 68114
Robert D. Mullin, Jr. and Susan A. Mullin	Lot 26, Clin-Mar Estate	1899 North 100 Street Omaha NE 68114
William M. Kizer	Lot 27, Clin-Mar Estate	1817 North 100 Street Omaha NE 68114
Helen C. Jenkins	Lot 28, Clin-Mar Estate	1805 North 100 Street Omaha NE 68114
William and Maureen Johnson	see exhibit "B"	10032 Seward Street Omaha NE 68114
Robert and Sandra Linden	see exhibit "B"	10030 Seward Street Omaha NE 68114
Patricia and Charles Lontor	see exhibit "B"	10028 Seward Street Omaha NE 68114
James and Kathleen Russell	see exhibit "B"	10114 Franklin Street Omaha, NE 68114

EXHIBIT "B"

The covenants shall run with the following described land:

Commencing at the NW corner of Lot 21, Block 2, Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, Thence S 77°49' W 133' to Point of Beginning, thence S 62°03' W 126.0 feet, Thence S 17°55' E 156.0 feet, thence Northeasterly along the North Line of Seward Street 110.00 feet, thence N 10°01' W 145.0 feet to Point of Beginning, all being in the NE $\frac{1}{4}$ of Sec. 16 T 15 NR12E.

Beginning at the NW corner of Lot 21, Block 2, Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, assuming that the west line of said Lot 21 is N & S, thence S 77°49' W 133.0 feet, thence S 10° 01' E 145.0 feet, thence in an easterly direction along the North line of Seward Street, 110.0 feet, thence N along the W line of said Lot 21 140.23 feet to point of beginning, all being in the NE $\frac{1}{4}$ of Sec. 16 T. 15 N R12E.

Commencing at the NE corner of Lot 6, ClinMar Estates, an addition to the City of Omaha, Douglas County, Nebraska, thence So. 0°00' (assuming the East line of Lot 6 to be due North & South) along the east line of said Lot 6, 12.0 feet to point of beginning, thence N72°15'E 104.2 feet, thence S 17°55'E 156.0 feet, thence westerly along the North line of Seward Street, 152.82 feet, thence N along the East line of said Lot 6, 160.0 feet to point of beginning, all being in the NE $\frac{1}{4}$ of Sec. 16 T15N R12E.

16-15-12
NWNE
SWNE