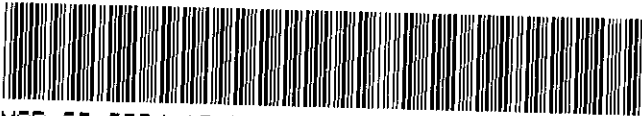


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Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
3/30/2004 10:03:27 AM



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**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:

1. **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.

*Remb to:
JACQUELINE ELK
BAIRD HOLM
1500 WOODMEN RD WBR
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.

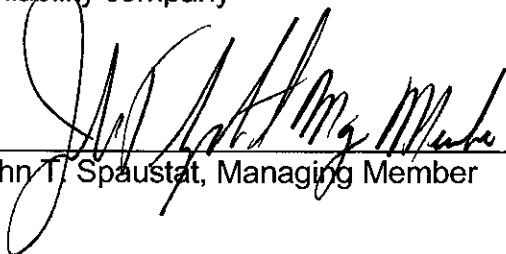
In the event any one or more of the foregoing restrictive covenants is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other covenants, conditions, reservations 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.

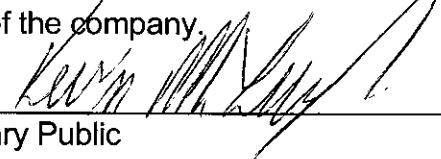
IN WITNESS WHEREOF, the parties have caused these presents to be executed at Omaha, Douglas County, Nebraska, this 29 day of March, 2004.

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

By: 
John T. Spaustat, 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 Blanco, L.L.C., a Nebraska limited liability company, on behalf of the company.


Notary Public

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