

SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS
FOR CERTAIN LOTS IN 114TH PLAZA

THIS SUPPLEMENTAL DECLARATION is made this 14 day of December, 1981, by the undersigned owners of lots one through three (3) inclusive, including five (5) through fifteen (15) inclusive, seventeen (17) and eighteen (18) of 114th Plaza, a subdivision in Douglas County, Nebraska as surveyed, platted and recorded (hereinafter collectively referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, a plan of development for 114th Plaza, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (hereinafter referred to as "114th Plaza) has been established and is contained in a Declaration of Restrictive Covenants for 114th Plaza and in Amendment to Declaration of Restrictive Covenants for 114th Plaza which have been recorded in the office of the Register of Deeds, Douglas County, Nebraska at Volume 621, Book of Miscellaneous Records, Page 373 and Volume 632, Book of Miscellaneous Records, Page 678 respectively, and

WHEREAS, for the mutual benefit and protection of Lots 1 through 3 inclusive, 5 through 15 inclusive, 17, and 18 in 114th Plaza and the presently existing and future improvements located thereon, it is necessary and desirable to make the following Declaration,

NOW, THEREFORE, it is declared that the following property, to wit:

Lots one (1) through three (3) inclusive, and lots five (5) through fifteen (15) inclusive and lots seventeen (17) and eighteen (18), 114th Plaza, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. (hereinafter referred to as the "lots").

shall be held, leased, transferred, sold, conveyed, encumbered, mortgaged and occupied subject to the following additional covenants, conditions and restrictions, each of which shall be deemed to run with the land.

1. No building shall be constructed unless an asphalt or concrete parking area with driving lanes and driving ways for ingress and egress is provided. Such parking area shall provide parking which is reasonably sufficient in the judgment of the Architectural Committee to provide parking for the owner of such lot and his tenants and the employees and invitees of such owner and tenants.

2. No storage tank, trash receptacle or other container shall be located or maintained outside of any building, except trash receptacles which are screened from view in a manner acceptable to the Architectural Committee.

3. Adequate provision shall be made on each lot for watering all grass and landscaped areas on such lot.

4. All buildings and other improvements shall be kept and maintained in good and attractive condition and repair at all times. All grassed and landscaped areas shall be kept in good condition, free from litter, and properly cut, trimmed and weeded at all times. All parking lots, driveways, walkways and other improvements shall be kept in good and attractive condition and repair, reasonably free from snow, ice, litter and debris and shall be used only for vehicle and pedestrian ingress and egress to and from the building located on the lot in question.

5. Failure to construct, maintain or replace the lots and all improvements thereon in accordance herewith and with the Restrictive Covenants shall be a violation of these Supplemental Covenants. Any owner of record of any lot covered by these Supplemental Covenants, or the Architectural Committee of 114th Plaza may, jointly or severally, take any appropriate action or commence any appropriate proceeding including, without limitation, judicial proceedings in any court of competent jurisdiction for the purpose of obtaining an injunction (including a mandatory injunction), or a declaratory judgment or such other relief as may be just and appropriate, to obtain a declaration of rights, or to obtain an order compelling compliance with these Supplemental Covenants or the Restrictive

Covenants, and to recover such actual damages as are shown to have been sustained. All attorneys' fees and other legal expenses suffered or incurred in any way to obtain compliance with these Restrictive Covenants shall be paid by the owners of record of the lot or lots found to be in violation of the Restrictive Covenants.

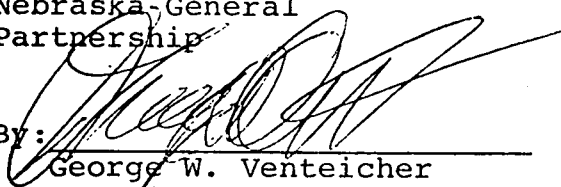
6. By execution of this Supplemental Declaration, the undersigned acknowledged that all right, title, interest and privilege presently held or hereafter acquired at any time by them in any lot or improvement located within 114th Plaza is and shall be held and acquired subject hereto.

7. These Supplemental Covenants shall be binding upon and inure to the benefit of the undersigned and their respective heirs, successors and assigns and shall be deemed to run with the land.


8. These Supplemental Covenants shall terminate contemporaneous with the termination of the Restrictive Covenants.

IN WITNESS HEREOF, the undersigned execute this Supplemental Declaration of Restrictive Covenants for Certain Lots in 114th Plaza effective as of the date and year first above written.

ATRIUM ASSOCIATES, a
Nebraska General
Partnership

By: 
George W. Venteicher
Managing Partner

WELLS FARRIS PARTNERSHIP, a,
Nebraska Partnership

By: 
Raymond O. Farris, General
Partner

By: Wells Partnership, a Nebraska
Partnership, General Partner

By: 
W. James Wells, Jr.

E & G PARTNERSHIP, LTD., a
Nebraska Limited Partnership

By: Thomas L. Egan
Thomas L. Egan, General
Partner

By: Janet Ann Egan
Janet Ann Egan, General
Partner

By: G & G PARTNERSHIP, a
Nebraska General Partner-
ship, General Partner

By: George W. Venteicher
George W. Venteicher
Partner

By: George Goos
George Goos, Partner

EXECUTIVE SQUARE INVESTMENT
#2 Partnership, a General
Partnership

By: E & G PARTNERSHIP, LTD.,
a Nebraska Limited Part-
nership, General Partner

By: Thomas L. Egan
Thomas L. Egan, General
Partner

By: Janet Ann Egan
Janet Ann Egan, General
Partner

By: G & G PARTNERSHIP, a
Nebraska General
Partnership, General
Partner,

By: George W. Venteicher
George W. Venteicher,
Partner

By: George Goos
George Goos, Partner

By: PROGRESS I, LTD., a
Nebraska Limited Partner-
ship, General Partner

By: Monte E. Matz
Monte E. Matz, General
Partner

By: Kevin F. Amick
Kevin F. Amick, General
Partner

The undersigned mortgagees and/or trust deed bene-
ficiaries acknowledge and agree that the foregoing Supplemental
Declaration of Restrictive Covenants shall be binding upon and
shall inure to the benefits of any and all persons succeeding
to or acquiring fee title to any lot as a result of enforcement
of any such mortgage and/or trust deed, or to any conveyance
in lieu thereof.

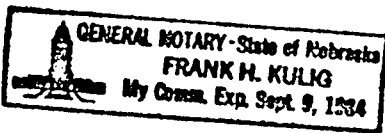
CONSERVATIVE SAVINGS & LOAN
ASSOCIATION,

By: Bruce Barton

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of November, 1981, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came W. James Wells, Jr., general partner of Wells Partnership, a Nebraska partnership, which partnership is a general partner of Wells Farris Partnership, a Nebraska partnership, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such partner, and the voluntary act and deed of said partnership.

Witness my hand and notarial seal the day and year last above written.

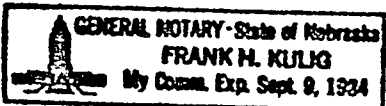


Frank H. Kulig
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of November, 1981, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Thomas L. Egan and Janet Ann Egan, general partners of E & G Partnership, Ltd., a Nebraska limited partnership, to me personally known to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such partners, and the voluntary act and deed of said partnerships.

Witness my hand and notarial seal the day and year last above written.

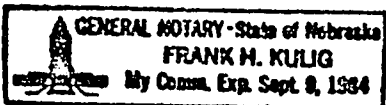


Frank H. Kulig
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of November, 1981, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Thomas L. Egan and Janet Ann Egan, general partners of E & G Partnership, Ltd., a Nebraska limited partnership, which partnership is a general partner of Executive Square Investment #2 Partnership, a Nebraska general partnership, to me personally known to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such partners, and the voluntary act and deed of said partnerships.

Witness my hand and notarial seal the day and year last above written.

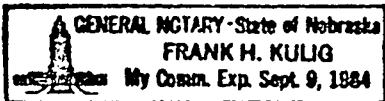


Frank H. Kulig
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of November, 1981, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came George W. Venteicher and George D. Goos, general partners of G & G Partnership, a Nebraska general partnership, which partnership is a general partner of E & G Partnership, Ltd., a Nebraska limited partnership, to me personally known to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such partners, and the voluntary act and deed of said partnership.

Witness my hand and notarial seal the day and year last above written.

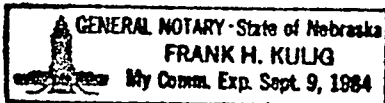


Frank H. Kulig
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24th day of November, 1981, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came George W. Venteicher and George D. Goos, general partners of G & G Partnership, a Nebraska general partnership, which partnership is a general partner of E & G Partnership, Ltd., a Nebraska limited partnership, which limited partnership is a general partner of Executive Square Investment #2 Partnership, a Nebraska general partnership, to me personally known to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such partners, and the voluntary act and deed of said partnership.

Witness my hand and notarial seal the day and year last above written.

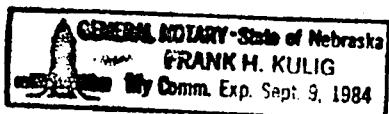


Frank H. Kulig
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of December, 1981, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Monte E. Matz and Kevin F. Amick, general partners of Progress I, Ltd., a Nebraska limited partnership, which partnership is a general partner of Executive Square Investment #2 Partnership, a Nebraska partnership, to me personally known to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such partners, and the voluntary act and deed of said partnership.

Witness my hand and notarial seal the day and year last above written.

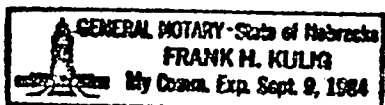


Frank H. Kulig
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of December, 1981 before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Alvin [unclear] of Conservative Savings & Loan Association, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal the day and year last above written.

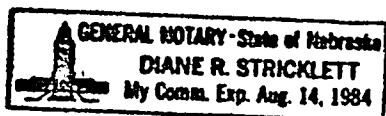


Frank M. Kulig
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of December, 1981 before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Ronald G. Keiser, Attorney of Realbanc, Inc., a Nebraska corporation, to me personally known to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal the day and year last above written.



Diane R. Stricklett
Notary Public

3 Miss

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