



BK 0907 PG 610



MISC 1989 20704

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

DECLARATION

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Kean Investment Partners, a Nebraska General Partnership, hereinafter referred to as "Owner", being the owner in fee simple of approximately 7.5 acres of real property which is commonly referred to as 129th and West Dodge Road and legally described as:

The East 10 acres of the SW 1/4 of the SW 1/4 of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; except that part described as follows: Beginning 934.6 feet East and 60 feet North of the Southwest corner of said Section 18; thence North 370.07 feet; thence East 235 feet; thence South 370.07 feet; thence West 235 feet to the Place of Beginning, in Douglas County, Nebraska and except that part taken for West Dodge Street

(hereinafter referred to as the Real Property), for Owner and Owner's heirs, executors, administrators and assigns does hereby declare that all of the Real Property, and each part thereof, shall be held, sold and conveyed only subject to the following covenants and restrictions.

1. No portion of the Real Estate shall be developed or used for any type of purpose other than as permitted in Section 55-303 through 55-309, and any modifications thereto, of the Zoning Ordinance for the City of Omaha, Nebraska, as of the date of this instrument.

2. No building, fence, or other structure of any kind, and no parking lot or other paved area shall be erected or placed or permitted on the north sixty feet (60') of the Real Property (extending from the east

property line to the west property line) (hereinafter referred to as the "Rear Buffer".)

3. Prior to any future development of the Real Estate, the Rear Buffer shall be graded, seeded and landscaped in a manner so as to provide an attractive transition and physical buffer between the Real Property and the adjacent residential real estate development presently known as "Candlewood."

4. No rubbish, trash, or garbage or other waste material shall be kept or permitted on any portion of the Rear Buffer.

5. Owner at all times shall mow and otherwise maintain the Rear Buffer and shall not allow weeds or other nuisances to exist on any portion of the Rear Buffer.

The purpose of this declaration is to allow the Owner or Owner's assigns or transferees to develop the Real Property for office use and still maintain the integrity of the residential character of the adjacent Candlewood development.

The covenants and restrictions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by Candlewood Homes Association, Inc. or any member thereof, or any of their successors or assigns, for a period of thirty five (35) years from the date of this Declaration.

Nothing herein contained shall in any way be construed as imposing on the Owner any liability, obligation or requirement to enforce this instrument or any of the provisions contained herein, against any of Owner's future assignees or transferees.

Declarant, Candlewood Homes Association, Inc. or any member thereof, or any successor or assign thereof, shall have the right to enforce, by any proceeding at law or in equity, any or all restrictions, covenants or conditions now or hereinafter imposed by the provisions of this declaration. Such enforcement may include, without limitation, the enjoining of any planned or continued use of the Real Estate contrary to the provisions hereof, and the award of damages, if any, including attorney's fees and other expenses associated with such enforcement. Failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so at a later date.

Invalidation of any one or more of the provisions of this Declaration by judgment or otherwise shall not affect any of other provision, which shall remain in full force and effect.

The covenants and restrictions which can be modified or cancelled only if such modification or cancellation is in writing, approved by Candlewood Homes Association, Inc.

DATED this 12TH day of December, 1989.

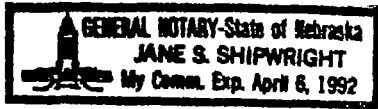
KEAN INVESTMENT PARTNERS, a
Nebraska General Partnership,

By Kevin M. Kean
Kevin M. Kean, Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this ^{12th} ~~6th~~ day of December, 1989, before me, the undersigned, a Notary Public in and for said County, personally came Kevin M. Kean, to me personally known to be the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed.

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



Jane S. Shipwright
Notary Public

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Dec 12 3 30 PM '89
GEORGE J. BUGLIEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE