

THIS DECLARATION made on the date hereinafter set forth by NEIL ASTLE, a divorced individual, and GERALD D. STEELE and PATSY R. STEELE, husband and wife, hereinafter sometimes collectively referred to as "Declarants".

W I T N E S S E T H:

WHEREAS, Declarants are the owners of certain real estate hereinafter referred to as "Property A" in the City of Omaha, County of Douglas, State of Nebraska which Property A is more particularly described on Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, Declarants are desirous of placing upon said Property A certain restrictions, covenants and conditions for the use of said property for the purpose of protecting the value and desirability of certain real estate which borders Property A or is in close proximity thereof, hereinafter referred to as "Property B", and more particularly described on Exhibit "B", a copy of which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, Declarants hereby declare that all of Property A shall be held, sold and conveyed subject to the restrictions and covenants and conditions set forth herein which are for the purpose of benefitting and otherwise protecting the value and desirability of said Property B and which shall be deemed to be covenants running with Property A and in favor of Property B, and shall be binding upon all parties having any right, title or interest in Property A or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of Property B in the manner described herein until June 1, 2028, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of a majority of the then owners of Property B it is agreed to change said covenants in whole or in part, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska.

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The owner of any one of the lots comprising Property B shall have the right to enforce by any proceeding at law or in equity all restrictions, covenants and conditions now or hereafter imposed by the provisions of this Declaration. Failure by any such owner of Property B or any part thereof to enforce any restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants or restrictions by judgment or court order or by statute or ordinance of any governmental body having jurisdiction thereof shall in no way effect any other provision hereof, all of which shall remain in full force and effect.

This Declaration may be amended during the first twenty-five (25) year period of its term by an instrument signed by not less than ninety percent (90%) of the owners of Property B, and thereafter by an instrument signed by not less than seventy percent (70%) of the owners of Property B. Any amendment must be recorded in the manner provided by law for the conveyance of real estate in the State of Nebraska.

It is understood that the restrictions, covenants and conditions herein described shall apply only in the event that Neil Astle purchases the portion of the property presently owned by Gerald D. Steele and Patsy Steele described as Lot 13, Block 5 within West Dodge Addition; said purchase being contingent upon the joint properties herein described as Property A being granted rezoning involving a combination of R-9 and P-1 zones.

In accordance with the foregoing, the Declarants hereby state and declare the following restrictions, covenants and conditions to apply with respect to Property A and in favor of Property B as provided herein:

1. Height Restrictions. No improvement may be erected on Property A to a height which exceeds two (2) stories in height facing to the uphill or northerly and/or westerly direction or three (3) stories in height facing to the downhill or southerly and/or easterly direction. However, skylights, clerestories, and mechanical equipment, including but not limited to penthouses and access enclosures, will be allowed to exceed the foregoing height restrictions. It is understood that Property A is sloping and would allow a greater number of stories facing to the south and east than to the north and west without increasing the overall height of any improvement. Lightwells to below grade areas on the uphill side will be permitted.

2. Parking Spaces. At least one off street parking space shall be constructed for every three hundred and thirty three (333) square feet of net rental square footage contained in any improvement which is hereinafter constructed on Property A.

3. Grading. In the event that Property A is graded and paved in connection with the construction of any improvement thereon, such paving shall be graded and installed in such a manner so that no water which collects on such paving, whether by natural causes or otherwise, shall be allowed to drain on any real property which has common property lines and/or common property corners with Property A.

4. Landscaping. If and in the event that there is constructed upon Property A an improvement other than the three (3) single family dwelling units presently located on that portion of Property A described as Lot thirteen (13), Block five (5) within West Dodge Addition, or if there is constructed on Property A a detached improvement other than the Office Structure and garage presently located on that portion of Property A described as Lots seven (7) and eight (8), Block five (5) within West Dodge Addition; then there shall be placed on the northern border of Property A a landscaped buffer screen of not less than ten (10) feet in width extending from the northeastern corner of Property A and continuing for a minimum of two hundred (200) feet in a westerly direction with the remainder of the northern boundary extending to the western corner of the northern boundary of Property A to have a buffer screen of not less than five (5) feet in width; in addition on the eastern border of Property A, a landscaped buffer screen not less than fifteen (15) feet in width extending from the northeast corner of Property A and continuing for a minimum of one hundred forty (140) feet in a southerly direction. Such landscaped buffer screen shall be designed and maintained so as to accomplish the following:

- (a) Minimize any incompatibility with or deleterious effect upon Property B as a result of such improvement or improvements being placed upon Property A.
- (b) Maximize potential and actual land uses of the land benefitted hereby.
- (c) Minimize site noise and air pollution emanating from all improvements constructed on Property A or resulting from vehicular traffic upon such improvement or improvements.
- (d) Maximize the peaceful and quiet enjoyment of Property B by its owners.

In order to accomplish the aforementioned results, the following shall be placed and thereafter diligently maintained upon Property A: **BOOK 608 PAGE 544**

(a) On the northern boundary a landscaped buffer screen not less than ten (10) feet in width extending from the northeastern corner of Property A and continuing for a minimum of two hundred (200) feet in a westerly direction. The remainder of the northern boundary extending to the western corner of the northern border shall have a buffer screen placed on it of not less than five (5) feet in width. Said landscaped buffer screen shall be composed of a hedge row and ground cover materials.

(b) On the eastern boundary of Property A a landscaped buffer screen extending from the northeast corner of Property A and continuing a minimum of one hundred forty (140) feet in a southerly direction. Said landscaped buffer screen shall be not less than fifteen (15) feet in width and shall be composed of a hedge row and ground cover materials.

(c) Evergreen trees, (fir or pine or their equivalent) within the buffer screen hereinbefore described spaced at intervals of not more than twenty five (25) feet. Said trees shall, when planted, be of no less than four (4) feet in height. Trees of not less than one and one-half (1½) inch caliper in size now standing upon land hereinbefore described within the borders of landscaped buffer screens may, in the discretion of the Declarants, be used in lieu of the aforementioned evergreen trees.

The above described hedge row shall, at maturity be no less than four (4) feet in height and shall be regularly and neatly trimmed to a height not to exceed ten (10) feet above the highest grade upon which the aforementioned screen buffer shall be placed.

Insofar as is practicable, the aforementioned buffer screen shall be planted and maintained in such a manner that automobiles parked or moving upon improvements located upon the property burdened hereby cannot be seen from any portion of the land benefitted hereby.

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Notwithstanding the foregoing, the landscaped buffer screen shall not be planted and maintained in such a manner as to restrict the vision of pedestrian and vehicular traffic at the designated entrance and exit to improvements located on Property A.

The entire landscaped buffer screen hereinbefore described shall be planted and thereafter diligently maintained not more than twelve (12) months after improvements to Property A shall have been completed.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the 19 day of July, 1978.

Neil Astle (Signature)

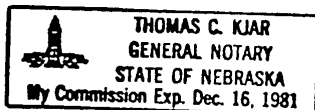
Gerald D. Steele (Signature)

Patsy R. Steele (Signature)

STATE OF NEBRASKA )
) ss.
COUNTY OF DOUGLAS )

On this 19 day of July, 1978, before me, the undersigned, a Notary Public duly commissioned and qualified for and in said County, personally came Neil Astle, to me known to be the identical person whose name is affixed to the foregoing instrument and he acknowledged the same to be his voluntary act and deed.

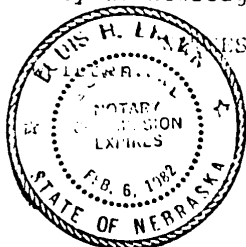
WITNESS my hand and seal the day and year first above written.



Thomas C. Kjar (Signature)
Notary Public

STATE OF NEBRASKA )
) ss.
COUNTY OF DOUGLAS )

On this 19 day of July, 1978, before me, the undersigned, a Notary Public, duly commissioned and qualified for and in said County personally came Gerald D. Steele and Patsy R. Steele, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and they acknowledged the same to be their voluntary act and deed.



WITNESS my hand and seal the day and year first above

Louis H. Brown (Signature)
Notary Public

EXHIBIT "A"

All of the following described real property is located within West Dodge Addition, an addition to the City of Omaha, Douglas County, Nebraska as surveyed, platted and recorded:

Lots Seven (7) and Eight (8), Block Five;

Lot Thirteen (13), Block Five (5).

EXHIBIT "B"

All of the following described real property is located within West Dodge Addition, an addition to the City of Omaha, Douglas County, Nebraska as surveyed, platted and recorded.

- Lot Fourteen (14), Block Five (5);
- West Sixty-Six (66) feet, Lot Three (3), Block Five (5);
- West Sixty-Six (66) feet, Lot Eight (8), Block Nine (9);
- West Sixty-Six (66) feet, Lot Nine (9), Block Nine (9);
- East Sixty-Six (66) feet, Lot Nine (9), Block Nine (9);
- East One-Half (1/2), Lot Four (4), Block Five (5);
- Lot Five (5), Block Five (5);
- Lot Six (6), Block Five (5);
- West Sixty-Six (66) feet, Lot Ten (10), Block Nine (9);
- West One-Half (1/2), Lot Four (4), Block Five (5);
- East Sixty-Six (66) feet, Lot Ten (10), Block Nine (9);
- Lot Seven (7), Block Nine (9).

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