

RESTRICTIVE COVENANTS

The undersigned, hereafter referred as "Declarants", hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 2000:

Lots One (1) through Eighteen (18), inclusive, in Le Beau Replat I, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

ARTICLE I

RESTRICTIONS AND MISCELLANEOUS PROVISIONS

Section 1. Restrictions. Every owner shall have full rights of ownership and enjoyment to his individual property, subject to the following restrictions:

- (a) Said lots shall be used only for residential purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes, as allowed under the current R-6 zoning applicable at the date hereof.
- (b) No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (c) No trailer, basement, tent, shack, garage, barn or other outbuildings erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Once construction of a dwelling has been commenced, outside framing of same must be completed within nine (9) months thereafter.
- (d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

(e) No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Outside trash containers are prohibited unless enclosed in a fully fenced-in area. All cars parked in any driveway or on any street must be in running condition with all tires inflated, and no outside repair of any automobile will be permitted.

(f) Portland concrete public sidewalks, four feet wide by 3½ inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four feet back of the street curb line, and shall be completed before occupancy or use of the main structure, weather permitting.

(g) The following building restrictions for single-family or duplex dwellings shall apply to lots 1 through 18, inclusive:

1. The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 700 square feet on the main floor for a one-story house or a bi-level house (below grade space will not be counted when computing square footage for a one-story house) 700 square feet throughout the house for a tri-level or split-level house. The foundation walls for all houses must enclose a ground area of not less than 700 square feet. In addition each single-family or duplex dwelling shall provide fully enclosed parking space for at least one (but not more than three) cars.

2. The applicable zoning ordinances of the City of Omaha shall determine minimum area of building plot and minimum front, side and rear yards (wingwalls shall be permitted on the side yard restriction area).

(h) Exterior and roof surfaces of both halves of any duplex shall be uniformly the same colors. Only with the prior approval of all owners of a duplex will the exterior paint or roof colors be changed. If all owners are unable to agree on a change of color, the original colors must be maintained.

(i) In order to promote uniformity of appearance, all fencing shall be of a type identical to that fence originally installed by Declarant. Property owners shall be responsible to determine proper lot boundary lines prior to installing any fencing.

ARTICLE II PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes that party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successor in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators.

IN WITNESS WHEREOF, CONSTRUCTION SCIENCES, INC., a Nebraska Corporation, being owners of all of said real estate, have executed these covenants this 2nd day of April, 1985.

By: [Signature]
Charles G. Smith, President

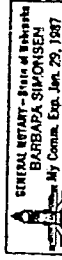
CONSTRUCTION SCIENCES, INC.

By: [Signature]
John J. Smith, Vice President

STATE OF NEBRASKA
COUNTY OF DOUGLAS), SS.

On the day and year last above written, before me, the undersigned, a Notary Public, in and for said County, personally came Charles G. Smith, President and John J. Smith, Vice President of CONSTRUCTION SCIENCES, INC., to me personally known to be the identical persons whose names are affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of the corporation.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



[Signature]
Notary Public

Book 735
Page 149
of 152
Fee \$25.00
Index \$1.00
Compd. \$1.00
N 89-449 etc
Compd. \$1.00
89-449
Compd. \$1.00
MO 851

RECEIVED
1985 APR -3 PM 3:45
GEORGE J. DUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

15 March