

CLUSTER PLAN COVENANTS

The undersigned hereby declares 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 from the date hereof until amended or canceled as hereinafter provided:

Lots 1 through 8, both inclusive, in Montclair on the Green, a subdivision in Douglas County, Nebraska.

If the present or future owners of any 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 covenant and either to 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.

A. Said lots shall be used only for single-family dwellings not to exceed two and one-half stories in height and for accessory structures incidental to residential use.

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. No boats, trucks, campers, boat trailers or house trailers shall be permitted to be parked or stored on any lot or abutting street. All garage doors shall be kept closed. No outside burning of trash will be permitted. No garbage or trash receptacles shall be stored outdoors unless they are recessed in the ground so as to be flush with ground level. 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 purpose. No posters or advertising signs of any kind, (except residential "For Sale" signs not exceeding two feet by two feet in size), shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its' agents in the development and sale of subdivision.

C. In no event will any construction begin or any structure be erected or permitted to remain on any lot or any exterior structural changes be made on any building or any exterior painting be done on any structure until the Plans, Specifications, color scheme, Plot Plan and Lot Elevation Plan have first been submitted to and have received the prior written approval of the manager designated below as to exterior design, size, colors, use of exterior materials, lot elevations and placement of structures on the lot. No fences shall be erected in front of main residential structure, unless written approval therefor, is obtained from the undersigned.

D. These Covenants are executed pursuant to the requirements of Section 56.04.100 of the Omaha Municipal Code (commonly known as The Cluster Plan Ordinance) and premises were platted pursuant thereto. Included within said Cluster Plan is an area of open space (which was platted as Lot 9 in Montclair on the Green) which is common ground to be utilized by owners of all lots within the Cluster, and the purpose of the following Covenants is to provide for permanent maintenance of said common ground,

E. The present and future owners of said lots shall be responsible for their pro-rata share of the cost of maintaining said common ground, and it is hereby agreed that Seldin Development Co., a Nebraska Corporation (herein called "Manager") or any successor entity designated as successor manager in writing by Seldin Development Co. shall oversee and arrange for the proper maintenance of common ground including landscaping, mowing, planting, cleaning and other maintenance of said ground, and also including installation, maintenance and replacement of recreational facilities upon the common ground, and payment of taxes upon the common ground and improvements thereon. Said Manager shall bill the owners of lots within the Cluster for their proportionate share of such costs (including interest on any advances by the Manager at 8 per cent per annum) and the proportion for each lot owner shall be an equal undivided one-eighth of such costs. If any lot owner shall fail to pay his share of maintenance costs to the Manager within ten (10) days after mailing of bill to owner's premises in the Cluster, then the Manager may file in the Office of the Register of Deeds an affidavit of such delinquency, which affidavit will constitute a lien against the delinquent premises bearing priority as of date of recording. Interest upon any delinquent statements shall accrue at 9 per cent per annum from date of billing.

F. These Covenants shall run with the land and be binding upon and enforceable against all present and future owners of said lots from date hereof until amended or cancelled as herein provided. The record owners of at least 75 per cent of said lots may alter, amend or cancel these Covenants by written agreement duly executed and recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

IN WITNESS WHEREOF, SELDIN & SELDIN, INC., an Iowa Corporation; NORMAN H. REECE AND ROSEMARY M. REECE, husband and wife; and PHILLIP E. ZIMMERMAN AND FAYE C. ZIMMERMAN, being the record owners of all said real estate, have executed these Covenants this 17th day of SEPTEMBER, 1973.

SELDIN & SELDIN, INC.

BY: Theodore M. Seldin  
Theodore M. Seldin, Vice Pres.

ATTEST: BY: Bernard H. Raskin  
Bernard H. Raskin, Ass't Secy.

Norman H. Reece  
Norman H. Reece

Rosemary H. Reece  
Rosemary H. Reece

Phillip E. Zimmerman  
Phillip E. Zimmerman

Faye C. Zimmerman  
Faye C. Zimmerman

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 Theodore M. Seldin, Vice President of SELDIN & SELDIN, INC., to me personally known to be the Vice President and the identical person whose name is affixed to the above Covenants, and acknowledged the execution thereof to be his voluntary act and deed of said Corporation and that the Corporate Seal of said Corporation was thereto affixed by its' authority.

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

Margine Chamberlin  
Notary Public

My Commission Expires:

April 18, 1972

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS } ss

On this 17th day of September 1971 before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared PHILLIP E. ZIMMERMAN AND FAYE C. ZIMMERMAN, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Warren Schlantman  
Notary Public

My Commission Expires:

August 20, 1973

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS } ss

On this 17th day of September 1971, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared NORMAN H. REECE AND ROSEMARY M. REECE, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed same as their voluntary act and deed

Margine Chamberlin  
Notary Public

11.00

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
20 DAY OF Sept 1971 AT 2:49 PM S. HAROLD OSTLER, REGISTER OF DEEDS