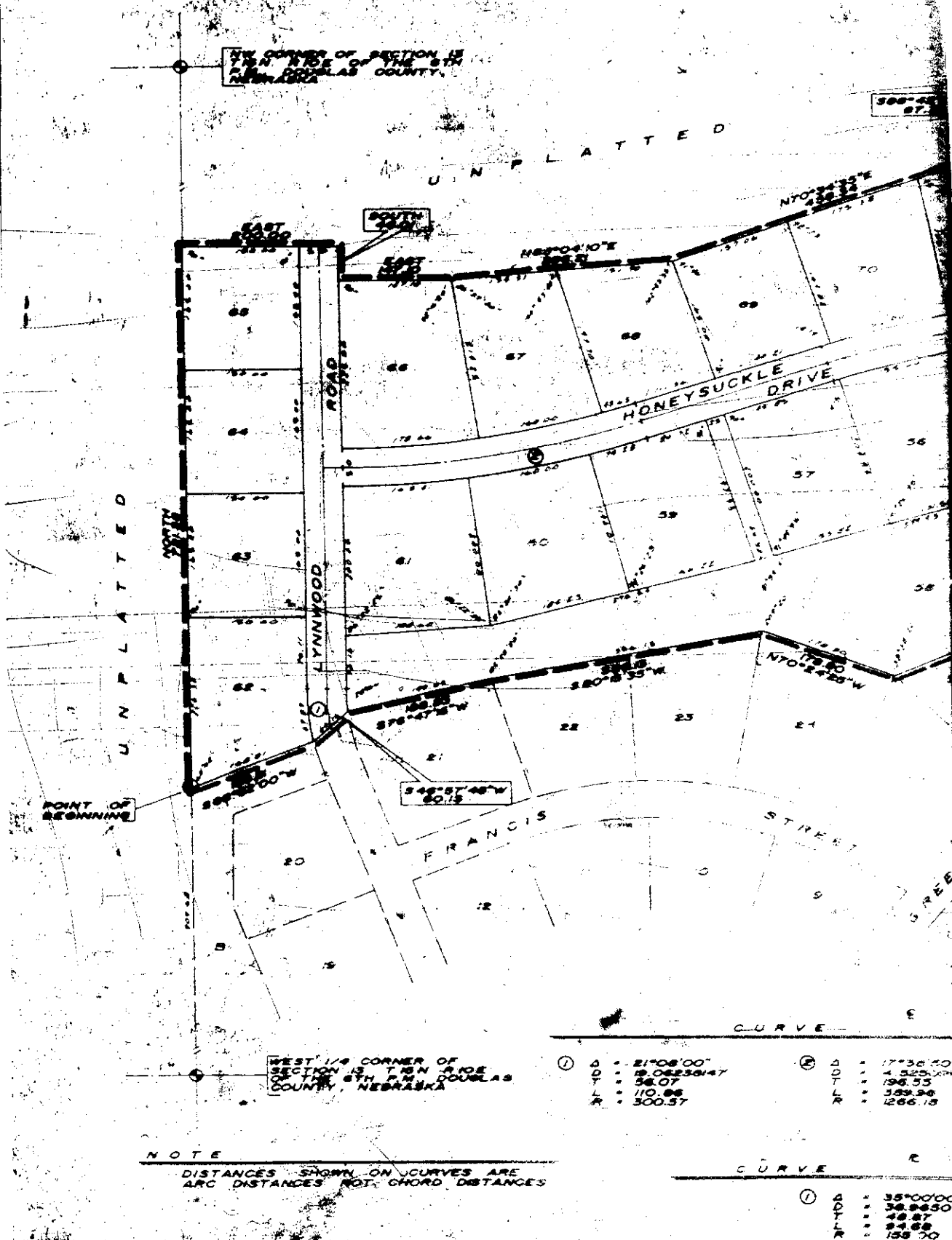
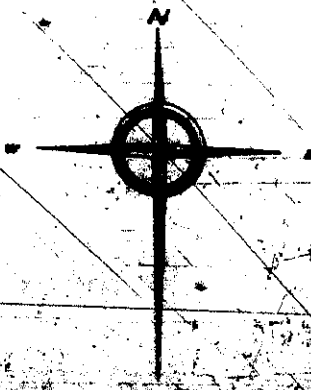


GREENBRI

LOTS 54 THRU 74, INCLUSIVE AND ON
BEING A PLATTING OF PART OF THE NW
T15N R10E OF THE 6TH P.M., DOUGLAS



WED

[illegible]

CURVE		DATA	
②	A = 17°38'50"	②	A = 18°00'00"
	B = 8.000000		B = 1.000000
	C = 100.00		C = 100.00
	D = 250.16		D = 250.16

CURVE		DATA	
①	A = 28°00'00"		
	B = 25.000000		
	C = 100.00		
	D = 100.00		

I HEREBY CERTIFY that I have accurately surveyed and staked, with iron pipe, all corners of all lots, streets, angle points, and ends of all curves in GREENBRIER, Lots 54 through 74, inclusive, and that Lot 1, being a platting of part of the NW 1/4 of Section 13, T. 15 N., R. 10 E. of the 6th P.M., Douglas County, Nebraska, re-sit: Beginning at the Northwest corner of Lot 8, Greenbrier, as surveyed, plotted and recorded in said Douglas County, Nebraska, said Point lying 909.68 feet North of the

I HEREBY CERTIFY that I have accurately surveyed and staked, with iron pipe, all corners of all lots, streets, angle points, and ends of all curves in GREENBRIER, Lots 54 through 74, inclusive, and Out Lot 1, being a platting of part of the NW 1/4 of Section 13, T 15 N, R 10 E of the 6th P.M., Douglas County, Nebraska, to-wit: Beginning at the northeast corner of Lot 8, Greenbrier, as surveyed, platted and recorded in said Douglas County, Nebraska, said point lying 904.68 feet north of the West Quarter corner of said Section 13; thence North along the West line of the said NW 1/4 of Section 13, a distance of 721.38 feet; thence East, a distance of 200.00 feet; thence South, a distance of 46.01 feet; thence East, a distance of 147.10 feet; thence N 85° 04' 10" E, a distance of 286.21 feet; thence N 70° 38' 35" E, a distance of 458.34 feet; thence S 88° 42' 25" E, a distance of 87.31 feet; thence S 00° 47' 35" W, a distance of 8.75 feet; thence S 89° 37' 25" E, a distance of 243.48 feet; thence S 00° 22' 35" W, a distance of 240.00 feet; thence Southeastly on a curve to the right (radius being 155.00 feet) for an arc distance of 94.68 feet; thence S 54° 37' 25" E, a distance of 82.38 feet; thence S 00° 22' 35" W, a distance of 211.19 feet; thence N 89° 37' 25" W, a distance of 140.00 feet; thence N 00° 22' 35" E, a distance of 85.00 feet; thence N 89° 37' 25" W, a distance of 235.00 feet; thence S 03° 24' 45" E, a distance of 179.27 feet; thence S 68° 13' 55" W, a distance of 261.83 feet; thence N 70° 24' 25" W, a distance of 178.80 feet; thence S 67° 45' 55" W, a distance of 356.13 feet; thence S 76° 47' 15" W, a distance of 189.83 feet; thence S 46° 57' 45" W, a distance of 107.25 feet; thence S 68° 52' 00" W, a distance of 168.81 feet to the point of beginning. (The said West line of the NW 1/4 of Section 13 assumed North-South in direction.)

1-10-67

Date

DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That WE, FRANK R. GREYER, Surveyor, do hereby certify that the land described within the Surveyor's Certificate and embraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered and named as shown, said subdivision to be hereafter known as GREENBRIER, and we do hereby ratify and approve of the disposition of our property as shown on this plat; and we do hereby dedicate to the public, for public use, the streets and easements as shown on this plat. We do further grant a perpetual license in favor of and granted to the Omaha Public Power District and the Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew cables, conduits, and poles with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and to extend thereon wires for the carrying and transmission of electric current for light, heat, and power, and for all telephone and telegraph and message service over, upon, or under a 5-foot strip of land adjoining the rear and side boundary lines of said lots (these easements apply only to land within said subdivision), said license being granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said side lot line easement is granted upon the specific condition that if both said utility companies fail to construct poles, wires or conduits along any of said side lot lines within 36 months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Frank R. Greyer
Judith R. Greyer
Frank R. Greyer

RECORDED IN BOOK

70-401-A
PROTECTIVE COVENANTS FOR GREENBRIER

489-449

Lots 51 thru 72

These 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 December 31, 1999.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, stable, and other out-buildings incidental to residential uses.

3. No structures shall be erected, or placed on any building plot which has an area of less than twenty one thousand (21,000) Square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot". Because of the unusual nature of these lots, a plat-plan of the proposed location of the house and any other structures to be built shall be submitted to the undersigned for his approval preliminary to the commencement of construction. This plan shall show side yards, setbacks, original grades, final grades, sidewalks and driveways.

4. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building 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.

6. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

7. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes:

1500 square feet for one-story or split level dwellings,

2300 square feet for one and one-half level dwellings.

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars.

558-
395TH

FRANK R. KREJCI, developer of the subdivision known as Greenbrier, Douglas County, Nebraska, does hereby waive his rights under those "Protective" provisions of the plat to waive the requirements of said plat in the usual circumstances or to prevent undue hardship, to require the submission of building plans upon lots of the subdivision to him for approval prior to commencement of construction; and further, the right to repurchase any lot upon which construction of a residence is not commenced within one year, or completed within eighteen months, after the purchase thereof from developer. (For Legal description see Exhibit "A" Attached hereto)

Date Executed	Date Filed	Book	Page	Miscellaneous Records of Douglas County, Nebraska
2-20-61	2-24-61	363	271	
4-06-64	4-15-64	411	89	
5-05-70	5-15-70	489	449	
9-18-72	9-21-72	514	255	
9-18-72	1-15-73	517	733	
9-18-72	1-15-73	517	735	

This Waiver and Release is effective as to all platted lots within the subdivision known as Greenbrier, as surveyed, platted, replatted and recorded in Douglas County, Nebraska.

DATED this 25th day of November, 1975.

Frank R. Krejci
Frank R. Krejci

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 25 day of November, 1975, before me, a Notary Public duly commissioned and qualified in and for the State of Nebraska, personally came FRANK R. KREJCI, to me known to be a legal person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed.

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

Confidential 11/25/75

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Signed

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DEC -2 PM 3:50

C. HAROLD OSTLER
REGISTER OF DEEDS
BOULDER COUNTY, NEBR.

THE STATE OF NEBRASKA }
Bouder County }
Entered in Numerical Index and filed
in Book in the office of the Register of
Deeds of said County and recorded in
Book 558 of Trust
Page 395

C. Harold Ostler

Register of Deeds

By _____ Deputy
MAIL _____
N 701388+ G.P.N.P.R.
Compared _____ Fee 30.00

84 x 70
401-A

LOTS 26 thru 47

These 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 December 30, 1999.

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, he shall be liable for any other person or persons causing any part of said real estate to violate 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 violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots as portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than an detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeway, and other out-buildings incidental to residential uses.

3. No structures shall be erected, or placed on any building plot which has an area of less than thirteen thousand (13,000) square feet, and such a plot of said minimum dimensions when used for residential purposes as herein defined as a "residential building plot." The house shall be placed in accordance with the following set-backs; 40 foot minimum set-back from front lot line, 10 foot minimum set-back from side lot lines, and 35 foot minimum set-back from rear lot line.

4. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed, or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building 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.

6. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. They shall include a plot-plan of the proposed house and any other structures to be built and shall show side yards, set-backs, original grades, final grades, sidewalks and driveways. The exposed foundation walls of all main residential structures must be constructed of or faced with

(continued)

brick or stone. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

7. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breakfasts, basements, and garages, shall be not less than the following minimum areas:

1200 square feet for one-story or split level dwellings;

1600 square feet for one and one-half level dwellings.

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars.

8. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

9. If construction of the main residential structure on any lot is not commenced within one year from date on the face of the original deed from the undersigned or if such construction is not fully completed within eighteen months from said date, then in either case the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of the option right. A perpetual license is hereby received in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assigns, to go on, over, or under a five foot strip of land along all rear and side lines of all lots in said addition; said license being granted for the use and benefit of all present and future owners in said addition.

In WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 6th day of April, 1964.

ORIGINATOR

State of Nebr.

County of Douglas

Subscribed and sworn to before me

this 15 day of April

1964.

Frank R. Krejci
Frank R. Krejci

Barbara L. Krejci
Barbara L. Krejci

John D. Galt
Notary Public



13

NOTED & RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

15 DAY April 1964 4:10 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 925

1992-1993

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Page 4

1. The following information is for your information only:

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11-10-1994

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Section 13 Township T5N Range R10E Section 1 Engineer ECN
2 Mi. S.W. of Elk Horn

PROTECTIVE COVENANTS FOR GREENBRIER

Lots 76 thru 92
Lots 97 thru 101

These 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 December 31, 1999.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, and other out-buildings incidental to residential uses.

3. No structures shall be erected or placed on any building plot which has an area of less than thirteen thousand (13,000) Square feet, and such a plot of said minimum dimensions when used for residential purposes as herein defined as a "residential building plot". The house shall be placed in accordance with the following set-backs; 40 foot minimum set-back from front lot line, 10 foot minimum set-back from side lot lines, and 35 foot minimum set-back from rear lot line.

4. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building 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.

6. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. They shall include a plot-plan of the proposed house and any other structures to be built and shall show side yards, set-backs, original grades, final grades, sidewalks and driveways. The front and exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone or wood. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

7. The ground floor enclosed living area of main residential structures exclusive of open porches, open breezeways, basements, and garages, shall not be less than the following minimum sizes.

1300 square feet for one-story or split level dwellings,

1100 square feet for one and one-half level dwellings.

For each single-family dwelling, the minimum lot area shall be

...shall be used as a building plot if it ... original platted width; provided that parts of ... be combined into one building plot if the ... at least as wide and as large in area as the largest of said lots ...

... license is hereby reserved in favor of and granted to ... Bell Telephone Company, Omaha Public Power District, The ... Gas Company, and all public utility companies now or hereafter ... within said addition, their successors and assignees, to go on, ... under a five foot strip of land along all rear and side lines of ... in said addition; said license being granted for the use and ... of all present and future owners of lots in said addition.

... WIKTOR, the undersigned, being the owner of all said ... have caused these presents to be duly executed this ... of September, 1972.

GREENBRIER

Frank R. Krejci
Frank R. Krejci

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss

Subscribed in my presence and sworn to before me this 21 day of
September, 1972.



Emile B. Campbell
NOTARY PUBLIC
My Commission Expires: 8-21-74

5
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
21 day of September 1972 AT 10:12 AM C HAROLD OSTLER REC'D

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PROTECTIVE COVENANTS FOR GREENBRIER

Lots 76 thru 92
Lots 97 thru 101

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7619

These 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 December 31, 1999.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, and other out-buildings incidental to residential uses.

3. No structures shall be erected or placed on any building plot which has an area of less than thirteen thousand (13,000) Square feet, and such a plot of said minimum dimensions when used for residential purposes as herein defined as a "residential building plot". The house shall be placed in accordance with the following set-backs; 40 foot minimum set-back from front lot line, 10 foot minimum set-back from side lot lines, and 35 foot minimum set-back from rear lot line.

4. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building 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.

6. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. They shall include a plot-plan of the proposed house and any other structures to be built and shall show side yards, set-backs, original grades, final grades, sidewalks and driveways. The front and side exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone or wood. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

7. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall not be less than the following minimum sizes.

1300 square feet for one-story or split level dwellings,

1100 square feet for one and one-half level dwellings.

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars.

8. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assignees, to go on, over, or under a five foot strip of land along all rear and side lines of all lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

In WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have caused these presents to be duly executed this 18th day of September, 1972.

GREENBRIER

Frank R. Krejci
Frank R. Krejci

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

Subscribed in my presence and sworn to before me this 21 day of September, 1972.



Emory B. Campbell
NOTARY PUBLIC
My Commission Expires: 8-21-74

5
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
21 DAY OF September 1972 AT 10:12 AM G. HAROLD OSTLER, REC'D

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PROTECTIVE COVENANTS FOR GREENBRIER

Lots 76 thru 92
Lots 97 thru 101

BOOK 517 PAGE 733

These 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 December 31, 1999.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned seems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, and other out-buildings incidental to residential uses.

3. No structures shall be erected or placed on any building plot which has an area of less than thirteen thousand (13,000) square feet, and such a plot of said minimum dimensions when used for residential purposes as herein defined as a "residential building plot". The house shall be placed in accordance with the following set-backs: 40 foot minimum set-back from front lot line, 10 foot minimum set-back from side lot lines, and 35 foot minimum set-back from rear lot line.

4. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building 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.

6. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. They shall include a plot-plan of the proposed house and any other structures to be built and shall show side yards, set-backs, original grades, final grades, sidewalks and driveways. The front and side exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone or wood. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

7. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall not be less than the following minimum sizes.

1200 square feet for one-story or split level dwellings,

1000 square feet for one and one-half level dwellings.

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars.

8. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assignees, to go on, over, or under a five foot strip of land along all rear and side lines of all lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have caused these presents to be duly executed this 10th day of September, 1972.

GREENBRIER

Frank R. Krejci

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

Subscribed in my presence and sworn to before me this 5th day of January, 1973.



Notice Public

Expiry Date Expires: 11/6/76

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PROTECTIVE COVENANTS FOR GREENBRIER
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA
LOTS 144 THRU 208

These 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 July 1, 2015.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship. However, any such changes will not be made without the written consent of the president of the Greenbrier Homeowners Association for five years following the date of the recording of these covenants.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.
2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single family dwelling, a private garage, attached breezeways, and other out-buildings incidental to residential areas not to exceed 200 square feet in size.
3. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot.
4. No boat, camping trailer, van-type camper, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. Automobiles parked out of doors within the premises above described, or upon the streets thereof, must be in operating condition.
5. No trailer, basement, tent, shack, garage, barn or other out-building 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.
6. No prefabricated or factory built homes built elsewhere shall be moved onto or assembled on any of said lots. No pre-cut or log homes shall be assembled on any of said lots. No full or partial subterranean dwelling shall be constructed on any lot. No dwelling shall be moved from outside of the properties onto any of said lots.
7. No fences may be built forward of the rear wall of the house and no closer to any adjoining street than the property line. Temporary or permanent barbed wire, electrified, and snow fences are prohibited.
8. All fences constructed along the east boundary line of Lots 155 through 161, inclusive, 202 through 206, inclusive, and 208, Greenbrier, shall be a wood board on board style of fence, six feet in height of cedar material and shall conform to and align with all other fences which are constructed or which may be constructed along the east property line of Lots 155 through 161, inclusive, 202 through 206, inclusive, and 208 Greenbrier, it being the intent of this provision that if a property owner constructs a fence along the east boundary of Lots 155 through 161, inclusive, 202 through 206, inclusive, and 208, Greenbrier, such fence will be uniform with all the other fences which had either been constructed or will be constructed along the east boundary line of Lot 155 through 161, inclusive, 202 through 206, inclusive, and 208, Greenbrier.
9. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:
 - A. One-story house/Ranch - 1500 Square feet minimum on the main level, exclusive of garage which must be attached.
 - B. One & 1/2 story house - 1700 Square feet minimum, not less than 1,000 square feet on the main level, and may not exceed two stories from the bottom of the main floor elevation.
 - C. Two-story - 2,000 square feet minimum, not less than 1,000 square feet on the main level, 2,000 square feet minimum total area above basement.
 - D. Multi-level house - 2,300 square feet minimum. The top three levels shall contain a total of not less than 2,300 square feet finished living area above grade.

For each single-family dwelling there must also be erected a private garage for not less than two cars.

10. All buildings on all lots shall comply with the set back requirements of the zoning code of the City of Elkhorn.

11. The exposed foundation walls of all main residential structures facing the street must be constructed of or faced with brick, stone, wood, or stucco. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

12. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

13. All dwellings shall be completed within one year after excavation for footing.

14. All dwelling units shall install a gallon recording type water meter that can be read from the outside through a glass block or remote reader and meeting the requirements of the City of Elkhorn Water Department.

15. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assignees, to go, over, or under a five foot strip of land along all rear and side lines of all lots in said addition.

16. The Architectural Home Builders Committee is a Governing and Advisory body comprised of Builders in the original lot draw formed to ensure the covenants are enforced to protect all members of the Homeowners Association.

The Architectural Committee will consist of: Wayne Recic, Dan Peters, Rod Sadofsky, Randy Bailey, Lowell Paasch, Dave Dolinsky, Brian Falcone, Jerome Plesak and Keith Dean.

16a. All plans and specifications as stated in paragraph 17 must be submitted to the Architectural Home Builders Association prior to submission to the Greenbrier Homeowners Association. Submit plans and specifications to: CBS Real Estate, Attn.: Rod Sadofsky, 13110 West Dodge Road, Omaha, NE 68154.

17. The undersigned, any owner of property within the area comprising Lots 144 through 208, Greenbrier, a subdivision in Douglas County, Nebraska, and the Greenbrier Homeowners Association shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provision of these Covenants, either to prevent or restrain a violation of the same, or to recover damages for such violation. Enforcement proceedings shall include, but not be limited to, the right to obtain a temporary restraining order, temporary injunction or permanent injunction, either preventing or restraining any violation, or a mandatory injunction requiring that a person violating these Covenants be required to remove or cure such violation. In the event an action is brought by the undersigned, any owner or the Greenbrier Homeowners Association to enforce these Covenants as set forth herein, then such person or entity instituting such action shall recover its reasonable attorney fees and cost in bringing such action. The undersigned, the Greenbrier Homeowners Association, and all present and future owners of the property subject to these Covenants, hereby agree and acknowledge that, in an action for damages under these Covenants, it may be difficult to ascertain the amount of such damages, and therefore, in lieu of its actual damages, the person or entity bringing the action hereunder shall be entitled to liquidated damages against the person or entity violating the Covenants at the rate of \$50.00 per day from the date of the violation until the date the violation is cured.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have caused these presents to be duly executed this 18th day of Sept, 1995

GREENBRIER

Executed: September 18th, 1995

Frank R. Recic

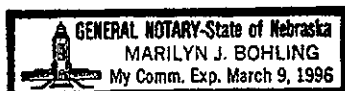
State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me on September 18, 1995 by

Frank R. Recic

Marilyn J. Bohling



NOTARIAL SEAL AFFIXED.
REGISTER OF DEEDS

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

The following covenants, conditions, restrictions and easements are hereby imposed upon Lots One (1) to Twenty-seven (27), inclusive, Greenbrier, a Subdivision in Douglas County, Nebraska.

These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the above described real estate until December 1, 1999.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than on detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, stable and other out-buildings incidental to residential uses.

3. No structures shall be erected or placed on any building plot which has an area of less than twenty-one thousand (21,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot". Because of the unusual nature of these lots, a plot-plan of the proposed location of the house and any other structures to be built shall be submitted to the undersigned for their approval preliminary to the commencement of construction. This plan shall show side yards, setbacks, original grades, final grades, sidewalks and driveways.

4. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed, or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building 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.

6. Prior to commencement of construction of any structure, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. All exterior foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone.

7. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum areas:

- 1400 square feet for one-story or split level dwellings;
- 1200 square feet for one and one-half story dwellings.

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars.

8. No horse stable shall be erected for less than two horses or more than four. It shall not be higher than one story and have less than the minimum of two hundred fifty (250) square feet. The same construction specifications shall apply to stables as to main residential structures. (See 4-6)

9. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

10. If construction of the main residential structure on any lot is not commenced within one year from date on the face of the original deed from the undersigned, or if such construction is not fully completed within eighteen months from said date, then in either case the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of this option right. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Co., Omaha Public Power District, The Peoples Gas Co., and all public utility companies now or hereafter operating within said addition, their successors and assigns, to go on, over, and under a five foot strip of land along all rear and side lines of all lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 20 day of Feb, 1961.

Frank R. Krejci
FRANK R. KREJCI

Barbara L. Krejci
BARBARA L. KREJCI

STATE OF NEBRASKA)
County of Douglas) ss.

Before me, a notary public, qualified for said county, personally came Frank R. Krejci and Barbara L. Krejci, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on January 20, 1961.

George B. Schmidt
SCHMID, SNOW & FORD

Notary Public

ATTORNEYS AT LAW

OMAHA, NEBRASKA

ENTERED IN PUBLIC RECORD AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

24 DAY Feb 1961 11:35 A.M. THOMAS J. MCCONNOR, REGISTER OF DEEDS

10.35



These 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 December 31, 1999.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, and other out-buildings incidental to residential uses.

3. No structures shall be erected or placed on any building plot which has an area of less than thirteen thousand (13,000) Square feet, and such a plot of said minimum dimensions when used for residential purposes as herein defined as a "residential building plot". The house shall be placed in accordance with the following set-backs; 40 foot minimum set-back from front lot line, 10 foot minimum set-back from side lot lines, and 35 foot minimum set-back from rear lot line.

4. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building 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.

6. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. They shall include a plot-plan of the proposed house and any other structures to be built and shall show side yards, set-backs, original grades, final grades, sidewalks and driveways. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

7. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall not be less than the following minimum sizes:

1300 square feet for one-story or split level dwellings;

1100 square feet for one and one-half level dwellings.

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars.

8. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

6204 489 PAGE 148

70-399

9. If construction of the main residential structure on any lot is not commenced within one year from date on the face of the original deed from the undersigned or if such construction is not fully completed within eighteen months from said date, then in either case the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of the option right. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assignees, to go on, over, or under a five foot strip of land along all rear and side lines of all lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

In WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 5th day of May, 1970.

GREENBRIER

Frank R. Krejci
Frank R. Krejci

Judith K. Krejci
Judith K. Krejci

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1970 MAY 15 PM 3 21

CHARLES E. BAKER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBR.

Douglas County

Entered in

for Recording

Deeds of said

Book

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70-399

C. Harold Cotton

Frank Krejci
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6811

70-399

70-401-A
PROTECTIVE COVENANTS FOR GREENBRIER

489 AC 149

Lots 53 thru 72

These 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 December 31, 1999.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, stable, and other out-buildings incidental to residential uses.

3. No structures shall be erected, or placed on any building plot which has an area of less than twenty one thousand (21,000) Square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot". Because of the unusual nature of these lots, a plot-plan of the proposed location of the house and any other structures to be built shall be submitted to the undersigned for his approval preliminary to the commencement of construction. This plan shall show side yards, setbacks, original grades, final grades, sidewalks and driveways.

4. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building 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.

6. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

7. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes:

1500 square feet for one-story or split level dwellings,

1300 square feet for one and one-half level dwellings.

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than three cars.

9. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest said lots as originally platted.

10. If construction of the main residential structure on any lot is not commenced within one year from date on the face of the original deed from the undersigned or, if such construction is not fully completed within eighteen months from said date, then in either case the undersigned shall have ~~the~~ exclusive option for sixty days ~~thereafter to repurchase~~ said lot from the then owner for same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of the option right. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assignees, to go on, over, or under a five foot strip of land along all rear and side lines of all lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

In WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have caused these presents to be duly executed this 5th day of May, 1970.

GREENBRIER

Frank R. Krejci

Judith K. Krejci

THE STATE OF ILLINOIS

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Director of Defense

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James A. Smith

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1. **Introduction**

BOOK 514 PAGE 257
70 4011
4018
4019
PROTECTIVE COVENANTS FOR GREENBRIER

Lots 93 thru 96
Lots 102 thru 106

These 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 December 31, 1999.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, stable, and other out-buildings incidental to residential uses.

3. No structures shall be erected, or placed on any building plot which has an area of less than thirteen thousand (13,000) Square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot". Because of the unusual nature of these lots, a plot-plan of the proposed location of the house and any other structures to be built shall be submitted to the undersigned for his approval preliminary to the commencement of construction. This plan shall show side yards, setbacks, original grades, final grades, sidewalks and driveways.

4. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected on said real estate shall at any time be used as a residence, ~~character~~ temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone or wood. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

7. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes:

1500 square feet for one-story or split level dwellings,

1300 square feet for one and one-half level dwellings.

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than four cars.

8. Horse stables shall be erected for two horses only. It shall not be higher than one story nor have less than the minimum of two hundred fifty (250) square feet. The same construction specifications shall apply to stables as to main residential structures. (See No. 6).

9. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

10. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assignees, to go on, over, or under a five foot strip of land along all rear and side lines of all lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

In WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have caused these presents to be duly executed this 18th day of September, 1972.

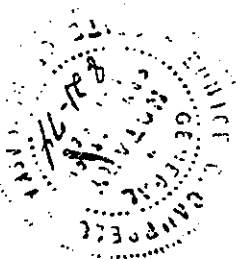
GREENBRIER

Frank R. Krejci
Frank R. Krejci

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss

Subscribed in my presence and sworn to before me this 21 day of September, 1972.

Emory B. Campbell
NOTARY PUBLIC
My Commission Expires: 8-21-74



21 DAY OF September 1972 AT 10:17 PM

EXH. 514 PAGE 257
4011
4018
4018

PROTECTIVE COVENANTS FOR GREENBRIER

Lots 93 thru 96
Lots 102 thru 106

These 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 December 31, 1999.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed one and one-half stories in height, a private garage, attached breezeways, stable, and other out-buildings incidental to residential uses.

3. No structures shall be erected, or placed on any building plot which has an area of less than thirteen thousand (13,000) Square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot". Because of the unusual nature of these lots, a plot-plan of the proposed location of the house and any other structures to be built shall be submitted to the undersigned for his approval preliminary to the commencement of construction. This plan shall show side yards, setbacks, original grades, final grades, sidewalks and driveways.

4. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All fuel tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected on said real estate shall at any time be used as a residence, ~~character~~ temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the undersigned. The exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone or wood. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

7. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements, and garages, shall be not less than the following minimum sizes:

1500 square feet for one-story or split level dwellings,

1300 square feet for one and one-half level dwellings.

For each single-family dwelling there must also be erected a private garage for not less than two cars, nor more than four cars.

8. Horse stables shall be erected for two horses only. It shall not be higher than one story nor have less than the minimum of two hundred fifty (250) square feet. The same construction specifications shall apply to stables as to main residential structures. (See No. 6).

9. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

10. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assignees, to go on, over, or under a five foot strip of land along all rear and side lines of all lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

In WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have caused these presents to be duly executed this 18th day of September, 1972.

GREENBRIER

Frank R. Krejci
Frank R. Krejci

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

Subscribed in my presence and sworn to before me this 21 day of
September, 1972.



Bruce B. Campbell
NOTARY PUBLIC
My Commission Expires: 8-21-74

6
21 DAY OF September 1972 AT 10:17



1016 461 MISC



15541 92 461-462

THIS PAGE INCLUDED FOR
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RECEIVED

JUN 12 2 58 PM '92

GEORGE J. BUOLEN
REGISTER OF DEEDS
DOUGLAS COUNTY, NE**PROTECTIVE COVENANTS FOR GREENBRIER
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA
LOTS 124 THRU 140**

These 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 July 1, 2015.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single family dwelling, a private garage, attached breezeways, and other out-buildings incidental to residential areas.

3. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot.

4. No trailer, basement, tent, shack, garage, barn or other out-building 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.

5. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

1450 Square feet of finished living space and must enclose a ground area of not less than 1150 square feet.

For each single-family dwelling there must also be erected a private garage for not less than two cars.

6. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

Frank R. Kuyci
3323 No 107 St.
Omaha Ne 68134

4936165

1016 Corp

461-462

Main Comp

C/O

FEE

1850

FEE

MC

JP

0214220

7. The exposed foundation walls of all main residential structures facing the street must be constructed of or faced with brick, stone or wood. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

8. All dwellings shall be completed within one year after excavation for footing.

9. All dwelling units shall install a gallon recording type water meter that can be read from the outside through a glass block or remote reader.

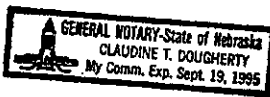
10. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assignees, to go on, over, or under a five foot strip of land along all rear and side lines of all lots in said addition.

IN WITNESS WHEREOF, the undersignees, being the owner of all said real estate, have caused these presents to be duly executed this 10th day of June, 1992.

GREENBRIER

Executed: 6-12-1992

Frank R. Kypci



State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me on June 12, 1992
by Frank R. Kypci
Claudine T. Dougherty



1023 309 MISC



19092 92 309-310

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

**AMENDMENT TO
PROTECTIVE COVENANTS FOR GREENBRIER
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA
LOTS 124 THRU 140**

The undersigned owners, who constitute all the owners of real property subject to the Covenants described herein, hereby modify and amend Paragraph No. 5 of the Protective Covenants for Greenbrier, which were recorded on June 12, 1992 in Book 1016, Page 461 of the Records of the Register of Deeds, Douglas County, Nebraska ("Covenants") in the following respects:

1,450 square feet of finished living space and must enclose a ground area of not less than 950 square feet.

In all other respects, the Covenants shall remain in full force and effect as written.

Dated this 20th day of July, 1992.

1119
19092
A

RECEIVED
JUL 23 10 17 AM '92
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Frank R. Krejci
Frank R. Krejci
Owner of Lots *, Greenbrier
(124-132), (134-138) and 140

Garry D. Smith
Garry D. Smith
Owner of Lot(s) 139, Greenbrier

Lori M. Krejci
Lori M. Krejci
Owner of Lot(s) 139, Greenbrier

Gary Kruse
Gary Kruse
Owner of Lot(s) 133, Greenbrier

Betty Kruse
Betty Kruse
Owner of Lot(s) 133, Greenbrier

Frank Krejci
3323 W. 107 St.
Omaha Ne 68134

1023 BK N COMP C/O FEE 18.50
PG 309-310 DEL. VK MC
OF 2004 COMP op. 00-14228

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the 20th day of July, 1992, by Frank R. Krejci.



Shannon Dudzinski
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the 20th day of July, 1992, by Larry D. Smith.



Shannon Dudzinski
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the 20th day of July, 1992, by Lori M. Krejci.



Shannon Dudzinski
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

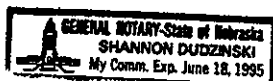
The foregoing instrument was acknowledged before me on the 20th day of July, 1992, by Gary Kruse.



Shannon Dudzinski
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the 20th day of July, 1992, by Betty Kruse.



Shannon Dudzinski
Notary Public



1016 461 MISC



15541 92 461-462

THIS PAGE INCLUDED FOR
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PAGE DOWN FOR BALANCE OF INSTRUMENT

RECEIVED

JUN 12 2 58 PM '92

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEPROTECTIVE COVENANTS FOR GREENBRIER
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA
LOTS 124 THRU 140

The 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 July 1, 2015.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. Said lots shall be used only for single-family residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses.

2. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single family dwelling, a private garage, attached breezeways, and other out-buildings incidental to residential areas.

3. 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 posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot.

4. No trailer, basement, tent, shack, garage, barn or other out-building 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.

5. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

1450 Square feet of finished living space and must enclose a ground area of not less than 1150 square feet.

For each single-family dwelling there must also be erected a private garage for not less than two cars.

6. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

Frank R. Kryci
3323 No 107 St.
Omaha, Ne. 68134

1016 Corp C/O FEE 1850
461-462 DEE 1N MC
4936165 Man Comp OC 14220-

153-41
Memo

7. The exposed foundation walls of all main residential structures facing the street must be constructed of or faced with brick, stone or wood. All driveways must be constructed of concrete, brick, asphalt, or laid stone.

8. All dwellings shall be completed within one year after excavation for footing.

9. All dwelling units shall install a gallon recording type water meter that can be read from the outside through a glass block or remote reader.

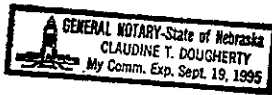
10. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Peoples Gas Company, and all public utility companies now or hereafter operating within said addition, their successors and assignees, to go on, over, or under a five foot strip of land along all rear and side lines of all lots in said addition.

IN WITNESS WHEREOF, the undersignees, being the owner of all said real estate, have caused these presents to be duly executed this 10th day of June, 1992.

GREENBRIER

Executed: 6-12 - 1992

..... Frank R. Kypci



State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me on June 12, 1992

by Frank R. Kypci
..... Claudine T. Dougherty



1023 309 MISC



19092 92 309-310

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

AMENDMENT TO
PROTECTIVE COVENANTS FOR GREENBRIER
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA
LOTS 124 THRU 140

The undersigned owners, who constitute all the owners of real property subject to the Covenants described herein, hereby modify and amend Paragraph No. 5 of the Protective Covenants for Greenbrier, which were recorded on June 12, 1992 in Book 1016, Page 461 of the Records of the Register of Deeds, Douglas County, Nebraska ("Covenants") in the following respects:

1,450 square feet of finished living space and must enclose a ground area of not less than 950 square feet.

In all other respects, the Covenants shall remain in full force and effect as written.

Dated this 20th day of July, 1992.

1112
19092
H

RECEIVED
JUL 23 10 17 AM '92
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Frank R. Krejci
Frank R. Krejci
Owner of Lots *, Greenbrier
*(124-132) (134-138) and 140

Garry W. Smith
Garry W. Smith
Owner of Lot(s) 139, Greenbrier

Lori M. Krejci
Lori M. Krejci
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Gary Kruse
Owner of Lot(s) 133, Greenbrier

Betty Kruse
Betty Kruse
Owner of Lot(s) 133, Greenbrier

Frank Krejci
3323 W. 107 St
Omaha Ne 68134

1023 BK N comp FEE 18.50
PG 309 N 310 DEL xx MC 5
OF 100 COMP pl 00-14220

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the 20th day of July, 1992, by Frank R. Krejci.



Shannon Dudzinski
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

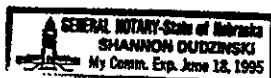
The foregoing instrument was acknowledged before me on the 20th day of July, 1992, by Larry D. Smith.



Shannon Dudzinski
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the 20th day of July, 1992, by Lori M. Krejci.



Shannon Dudzinski
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

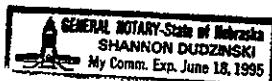
The foregoing instrument was acknowledged before me on the 20th day of July, 1992, by Gary Kruse.



Shannon Dudzinski
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the 20th day of July, 1992, by Gatty Kruse.



Shannon Dudzinski
Notary Public

Greenbrier

Plat and Dedication

Filed _____, in Book _____ at Page _____, Instrument No. _____

Grants a perpetual easement in favor of

Omaha Public Power District,

U.S. West Communications

Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance

on, over, through, under and across

or

a _____ foot wide strip of land abutting the front and the side boundary lines of all lots;

an _____ foot wide strip of land abutting the rear boundary line of all interior lots;

and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,

Restrictive Covenants

X Protective Covenants

or

Filed 9-21-72, in Book 514 at Page 253, Instrument No. _____

X Omaha Public Power District,

U.S. West Communications

X Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,
and /or

PEOPLE GAS Company and all public Utility Companies

for utility, installation and maintenance

X on, over, through, under and across

or

along rear

a 5 foot wide strip of land ~~abutting~~ the front and the side boundary lines of all lots;

an _____ foot wide strip of land abutting the rear boundary line of all interior lots;

and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____

Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

P/C 517-733 filed 1-15-73 Same easement as above

Waiver & Release 558-395 filed 12-2-75

Copy attached

516-746 Easement filed 12-18-72 Copy attached

Greenbrier Lot 28 thru 47

Plat and Dedication

Filed 11-9-61 in Book 1131 at Page 649, Instrument No. _____

X Grants a perpetual easement in favor of:

X Omaha Public Power District, Qwest Communications, Cox Cable NWBTC
and any cable company granted a cable television franchise system, and/or

_____ for utility, installation and maintenance, on over through under and across or

a 2 foot wide strip of land ^{adjoining} ~~abutting the front~~ and the ^{rear} ~~side~~ boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots.
And a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
Abutting all cul-de-sac streets.

Any additional info,

Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants, Protective Covenants or:

Filed 4-15-64 in Book 411 at Page 89, Instrument No. _____

Omaha Public Power District, Qwest Communications, Cox Cable NWBTC
and any cable company granted a cable television franchise system: And / or

and all public utility companies
for utility, installation and maintenance on, over, through, under and across: or

a 5 foot wide strip of land ^{adjoining} ~~abutting the front~~ and the ^{rear+side} ~~side~~ boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary lone of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following ?? Homeowners Association Yes or No. (Circle One)

Does it include the Following ?? Possible Telephone Connection Charge Yes or No. (Circle One)

Any additional info.

Easement Right of Way 1st, 2nd, 3rd or _____ Amendment to _____
Dated _____ Filed _____ Book _____ at Page _____, Instrument No. _____

558/395 Waiver & Release filed 12-2-75 copy