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and ends of all curves in GREZH BELL. Lots Swithchapt Nv. inclusive, and Out Lot 1, heing a platting of part of the Mt 1/4 of Section 13. T 15 N. W. 10. U.S. B. Section 13. T 15 N. W. 10. U.S. B. Section 13. T 15 N. W. 10. U.S. B. Section 13. T 15 N. W. 10. U.S. B. Section 13. T 15 N. W. 10. U.S. B. Section 13. Letted and recorded in said Douglas County, Nebruska, said point lying 90% 68 foot horth of the West Quarter corner of said Section 13; thence Morth along the West Line of the Laid Mt 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 Last, a distance of 10% E. a distance of 286.21 feet; thence N 70° 34° 35° E. a distance of 488.34 feet; thence S 88° 42° 25° E. a distance of 87.31 feet; thence S 88° 42° 25° E. a distance of 87.31 feet; thence S 88° 42° 25° E. a distance S 88° 37° 25° E. a I HEREBY CERTIFY that I have accurately surveyed and staked, with from pipe, all corners of all lots, streats, angle points, distance of 2/3,48 feet; thence 8 00° 22' 35" W. A distance of 290.06 feet; thence Southeasterly on a curve to the right (radius being 155.00 feet) for an arc distance of 9%.68 feet; thence 8 5% 37' 25" E, a distance of 62.38 feet; thence 8 00° 22' 35" W, a distance of 213.19 feet; thence N 89" 37' 25" W, a distance of 140,06" feet; thence N 80' 37' 25" W, a distance of 140,06" feet; thence N 80' 37' 25" W, a distance of 213.19 feet; thence N 89" 37' 25" W, a distance of 140,06" feet; thence N 80' 22' 35" MS thence S 68" 52" 00". Mr. a distance of 168.81 feet to the point of beginning. After said was time of the Mail Add assimed North-South in Mirection.)

1-16-67

essment)ahall mutomatically tesminate and become void as to such unused or absymbored essement ways. No permanent buildings, ing the mean and side boundary lines of said love (these emeants apply only to land within said subdivision), said license hebi, and power, and for all telephone and telegraph and meneage service over, upon, or under a 5-foot strip of Land adjoinbeing granted for the use and benefit of all present and future owners of lots in said subdivision; provided, however, that said said the easement is granted upon the specific condition that if both said utility companies fall to construct poles, wires or conduits along any of said side lot lines within 36 function of the date-bereof, or if any poles, wires or shrubs. Annecaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted the disposition of our property as shown on this plat; and We do hereby dedicate to the public, for public use, the streets of the land described within the onduith are constructed but hereafter removed without replacement Within 60 days after their resoval, then this side line tress, reftaining walls or loose rock weils shall be placed in the said tasementways, but the same may be used for gardens, Surveyor's Certificate and empraced within this plat, have caused said land to be subdivided into lots and streets, to be numbered and named as shown, said dabdivision to be heresitar known as CRIDNERIES, and We do hereby retify and approve of and essembnis as shown on this plat. Mendo further great a pesspetual license in fevor of and granted to the Gwaha Pablic 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 cerrying and transmission of electric current for light, Contract to the state of the THAT WAY ERAHK RUCKRENCI BY THAT IN THE CONTRACT THE CONTRACT KNOW ALL MEN BY THESE PRESENT

OTERED IN NUMERICAL INDEX AND DECORDED, IN THE RESISTER OF DEEDS OFFICE IN DÓDBLAS COUNTY, NEWHORKAL DAY OF DOCUMENT OF DEEDS /

Dots 53 thru 22

These Covenants are to run with the land and shell be binding on all bresent 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 of 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 par-buildings incidental to residential uses.

3. No structures shall be erected, or placed on any building rlot which has an area of less then 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 anusual 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 greatwinary to the commencement of construction. This plan shall show side yards, satbacks, original grades, final grades, aldewells and driveways.

No noxious or offensive trade of activity shall be carried on upon any plot nor shall anything be deno thereon which may be or become an empoyance of huisance to the neighborhood. No posters or advertising sing, of any kind except residential "For Sale" argus shall be erected of any building plot. No outside above-ground track or garbage riles, burners, received as or inclusators shall be exacted, placed or paraitted on any building riot. All fuel tanks must be buried beneath ground level. No fether shall be erected in front of the main residential structure.

erected on head real extate shall at any time be used as a residence, temporarily by resemble to shall any structure of a temporary character is used as a residence.

G. Prior to commencement of construction of any structures, the plans and specifications therefor must be submitted to and approved in writing by the employed 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.

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:

150 square feet for ene-story or split level dwellings,

1300 square feet the one and one-half level dwellings

same for not less than two days, nor more than three cans.

Ins County, Mebrashm. description

his rights under those "Pretaction"

to waive the requirements of said factor

usual circumstances or to prevent usual

require the submission of building prims uses to

division to him for approval prior to communication to

tion; and further, the right to repurchase any list upon to

construction of a residence is not commenced within one year

or completed within eighteen months, after the purchase the

of from developer. (For Legal description see Exhibit 1

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Date Executed	Date Filed	Book	Page-Miscellan Aule
			Records of
2-20-61	2-24-61	363	271 Douglas Coant
4-06-64	4-15-64	411	89 Nebraeka
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 25 day of November, 1975.

Frank R. Krejci

STATE OF 'NEBRASKA

COUNTY OF DOUGLAS

SS

On this 2 day of November, 1975, below tary Public duly commissioned and qualified in the personally came FRANK R. KREJCI, to me thousand tical person whose name is at Links to the Metallic ment and acknowledged the same to be his villum, a deed.

Witness my hand and nowaring seal the de last above written.

fairned in Numerical Index and N.C. T.F. E. OF NEGRASKA.

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Signe

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More temperate are to run with the find and shall be binding on all present and the following described real orders until Boundary 50, 1999.

being the sense of the set of the set of their grantoes, in the set of the se

Impalidation of any of these covenants by judgment or court order shall to me may affect any of the other provisions, which shall remain in full furne and address. The undereigned reserves the emigratively left to modify or vaive thoug parameter as to any let or late in cases where the undereigned down it accesses or advisable in amount eirosustances or to provent hardship.

- l. Said lets shall be used only for single-family residential purposes summer such lets on Mirthes thereof, so may be enfitter be conveyed or dedicated by the undereigned for public, plurch, educational or charitable uses.
- 2. We proverupes shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinsfeer defined, other than an defended elegis-family dealling not to exceed one and ene-built stories in bolder, a private garage, attached bracescupe, and other out-buildings "indifferent to residential uses.
- 3. We 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 need for residential purposes as herein defined as a "regidential building plot." The house shall be placed in accordance with the following set-back from front let line, 10 foot minimum set-back from side let lines, and 35 foot minimum set-back from rear let line.
- i. No nomicus or offensive trade or activity whall be carried on upon any plot nor shall enything be done thereon which may be or become an annoyance or maismose 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 track or garbage piles, burners, receptacles or incinerators shall be erected, placed, or parmitted 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 truiler, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence, temperarily or permanently, nor shall any stansture of a temperary character be used as a residence.
- 6. Prior to commencement of construction of any structures, the plane and specifications therefor must be submitted to and approved in writing by the underwigned. They shall include a plet-plan of the proposed house and any other structures to be built and shall show side years, set-backs, original grades, final grades, sidewalks and driveneys. The exposed foundation walls of all main residential structures make he constructed of or faced with (continued)

brick or shows. All driveways must be constructed of concrete, brick, aspirit, or laid stones.

7. The ground floor engineed living area of main residential structures, engineers of open purches, open breakently, becoments, and garage shall be not less than the following stricts state:

1000 square floot for one and manufactured distribute.

For each single-family dealling there was also be erroted a private garage funct less than two ears, nor more than three same.

- 8. No lot as originally platted thall be need as a build it has been reduced below its original platted utility provided that two or new platted lets may be continued into our full time plat if a larger in wide and as large in area as the largest of diff late as or platted. platted.
- 9. If construction of the nein; within one year from date on the date on the date. from sold de option for sixt same price as the wa execrcised by written notice and the This provision and aption shall not This provision and speion small her president and real to enforce its mortgage and forcelose and cell the exoption right. A perpetual lisence is hereby received. Northwestern Bell Telephone Company, Onche Public Per One Company, and all public utility companies not or within sold midition, their successors and anniques, a five foot strip of land along all rear and side list. addition; said livense being granted for the use and benefit of all pred future owners in said addition.

In WITHES WHENCE, the undereigness, being the sumers of all eqid real estate, have control these presents to be dely essented this 6th day of April, 196

CONTRACTOR

State of Melec.	Spork & Kryci
County of Dauglos	
Subscribed and sworn to before me	PI PI
this 15 day of April 1899	The Transport
19 <u>64</u>	
Housey Falls	

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er referred to as "Grantot:" including the large of the larg the said of the follow [9] [80], recites of which is hereby acknowledged, do hereby grant to the said assigned analysis, and the samplestern bell telephone (uppare, its successors levely active of the said and accessors and experienced areas and expenses and expenses and expenses thereto, be sainted, repeting produce and remember electric and telephone facilities over, upon, along and state that the creates it write.

The sainted real estates its write the Mesterly Ten feet (10°) of Lots Eighty-five (85) and the Mesterly Five feet (5°) of the Easterly Ten feet (10°) of the Easterly Ten feet (10°) and the Minety-one and Five-said and five-tenths feet (51.5°) together with the Easterly feet (10°) at the Northerly Fire feet (10°) at the Northerly Sixty-one and Five-said (10°) at the Southerly Five feet of the North (10°) at Lots Eighty-eight (68) thru Hinety-three (93), inclusive, all in the Addition, an addition to Bouglas County, Hebroska, as surveyed, platted and States of factilities are constructed they shall have the right to operate, mointain, repetr, replace and shall fill consisting of poles, wiret, cable, fixtures, guys and anchors within a strip of land as instanced together with the fight to try or remove any trees along said line to as to provide a sinterm clear that quarking facilities of at least Imples feet (12').

***Holiformal integrants facilities have been installed, no trees, purmount buildings or other structures are installed for sherough the execution at any excavations shall be made therein the first of the first one of the first of STATE OF COUNTY OF On this day of 19 hofore we the undersigned, a Motary Public in and for seld founty, personally came to me personally know to be the President and the identical person whose name is affixed to the account conveyance, and anheaded the encountry thereof to be his voluntary act and deed as such affixer and the voluntary set and doed of said corporation and that the forporate Seal of said corporation was thereto affixed by its matherity. to be the identical person(s)
ing ferroment as granter(s) an
acution there: to be Vitness my hend and Motoriel Seel et an seid County the day ens year last last above written. Notary Public Greenster TISH man Plat a 2 Mi. S. W. c - Fikhorn

PROTECTIVE COVERANTS FOR GREENBRIER

Lots 76 thru 92 Lots 97 thru 101

th the land and shall be binding on all

These Covenants are to run with the land and shall be binding on present and future owners of all or any part of the following described real estate until December 31, 1999.

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 recovenant 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 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 sign 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. So fences shall be erected in front of the main residential structure.
- 5. No trailer, basement, tent, shack, garage, barn or other out-build 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 plane and specifications therefor must be submitted to and approved in writing by the undersigned. They shall include a plot-plan of the proposed by and any other structures to be built and shall show side yards, second proposed foundation walls of all main residential structures must be constructed of or faced with brick or stone or wood. All driveways are constructed of concrete, brick, asphalt, or laid stone.
- 7. The ground floor enclosed living area of main residential state exclusive of open porches, ipen breezeways, busements, and garages, not be less than the following minimum sizes.

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

1:00 square feet for one and one-half level dwellings;

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it be used as a building plot if it attack width; provided that parts of a dinto one building plot if the in area as the largest of said lots

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

bave caused these presents to be duly executed this September, 1972.

GREENBEIER

Frank R. Krejci

STATE OF HEBRASKA) EQUITTY OF DOUGLAS >

Subscribed in my presence and sworn to before me this 2/ day of

September, 1972.

My Commission Expires: 8 31.74

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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, 1993.

, 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 no way affect any of the other provisions, which shall remain in full torse 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 "resistential 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 majn residential structures, exclusive of open porches, ipen 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.

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- 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

Prank R. Krejci

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

Subscribed in my presence and sworn to before me this -2/ day of

September, 1972.

NOTARY PUBLIC
My Commission Expires: 8 21-24

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PROTECTIVE COVENANTS FOR GREENBRIER 517 MEE 733 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 persons 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. feet 1. Said lots shall be used only for single-smily residential purposes except such lots or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable 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 temporarily or permanently, nor s 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 been reduced below its original platted width; provided that parts of corr more platted lots may be combined into one building plot if the lot is at least as wide and as large in area as the largest of said lots originally platted.

9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company, Omaha Public Power District, The Pacelles 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 the lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

THE MITNESS WHEREOF, the undersigned, being the owner of all said seal estate, have caused these presents to be duly executed this table day of September, 1972.

GREENBRIER

Frank R. Krejci

STATE OF NEARASKA)
) ss
COUNTY OF DOUGLAS)

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



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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 though 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 that 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.

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- 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.
- 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 undersignees, being the owner of all said real estate, have caused these presents to be duly executed this /8 day of 1995.

State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me on September 18995 by

The foregoing instrument was acknowledged before me on Mailyn & Bohling

MARILYN J. BOHLING

My Comm. Exp. March 9, 1996

NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

PROFECTIVE COVENANTS, COMDITIONS, RESTRICTIONS AND EASEMENTS

The following covenants, conditions, restrictions and easements are bereby 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 as part of the above described real estate until December 1, 1999.

If the present or induce owners of any of said lats, or their grantees, heirs or assigns, shall violate or attempt to violate any of these coverants, it shall be tawfal 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 coverant and either to prevent him or them from so doing or to recover demages or other dues for such violations.

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

- purposes except such form 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 bouse 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 may side, yards, setbacks, original grades, final grades, sidewalks and driveways.
- A. 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 apriopance 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; hurners, receptacles of incinerators shall be erected, placed, or permitted on any building plot. All well tanks must be buried beneath ground level. No fences shall be exected in front of the main residential structure.
- 5: No trailer, basement, tent, shack, garage, barn or other out-builting 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.

SCHMID; SROW & FORM

- All drive ways must be egistructed at conference Brick, aspirit or laid stone
- 7. The ground floor shelmsed living area of main residential structures exclusive of open possibles, open breezeways, basements, and garages, shall be not less than the following minimum stress:

1100 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 pars, may more than three cars.

- 8. No horse stable shall be erected for loss than two horses or more than four. It shall not be higher than one story are been less than the minimum of two hundred lifty (250) Square feet. The same construction specifications shall apply to stables as to main residential arguments. (See § 6)
- 8. No lot agioriginally 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.
- 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 mortgages 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 Beoples Gas Co., and all public utility compasies now or hereafter operating within said addition, their successors and assigns, to do on, over, and ander a five foot strip of land dong all rear and side lines of all lots in said addition; said lisense being granted for the use and benefit of all present and future markets of lots in said addition.

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

Franka R Kryen Bartha Killian

STATE OF NEBRASKA)
County of Douglas

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

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

Scamin, Sanw & Coas . Notary Public

THOMAS J. O'CONHOR, REGISTER OF DEEDS OFFICE IN DOCELLS COUNTY WE SAME.

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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 ontil 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 penson 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 stelations.

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. 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 observe DS#S.
- 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 lines.
- A. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereom 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 exected, placed or persitted on any building plot. All fuel tanks must be burled beneath ground level. No fences shall be erected in front of the main residential structure.
- sected on said real estate shall at any time be used as a residence. temporatily 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 plant specifications therefor must be subsitted 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, priginal 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, sephalt or laid atoms. asphalt, or laid stone.
- 7. The ground floor enclosed living area of main residential pructures open breezeways, basements, and garages, shall exclusive of open porches, open breezeways, be 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 quellings.

For each single-family dealling there must also be erected garage for not less than two dars, not more than three days.

8. Wo lot as originally platted shall be used as a business Flot if been reduced below its original platted width; provided that parts or more platted lots may be combined into one building plot in the at least as sale and as large in area as the largest of sale lots is lightly platted. 01 plot

9. II construction of commenced within one year from date on the undersigned or 12 such construction the face not fully 15 eighteen months from said date, then in either case the undersignated have the exclusive option for sixty days thereafter to repurchastrom the then owner for same price as the undersigned originally lot. Said option may be excercised by written notice and tender the then owner for same price as the undersigned originally lot. Said option may be excercised by written notice and tender as the undersigned originally sold option shall not preclude the the then owner of record. This provision and its mortgage and foreclose and right of any bona-fide mortgages to enforce its mortgage and foreclose sell the same free and clear of the option right. A perpetual license hereby reserved in favor of and granted to Northwestern Bell Telephone dompany, Omaha Public Power District, The Peoples Cas Company, and all to enforce Company, Omaha Public Power District, The public utility companies now or hereafter operating within said their successors and assignees, to go on, over, or under a five loc of land along all rear and side lines of all lets in said addition; license being granted for the use and benefit of all present and full owners of lots in said addition. In WITNESS WHEREOF, the undersigness, being the owners of all said all estate, have caused these presents to be duly executed this 1970. GREENBRIER

PROTECTIVE COVENANTS FOR GREENBRIENCE 489 MC 145

Lots 5% 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 ttempt 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 tonly 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 cre-half stories in height, a private garage, attached breezeways, stable, and other aut-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 bouse 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.
 - w. No nexicus or offensive trade or activity shall be carried on upon any plot nor shall anything be deno thereon which may be or become an anneyance or nuisance to the neighborhood. No mosters 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, receptables 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.
 - 55 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 reresponding, 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 haid 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 duelling there must also be erected a private garage for not less than two cars, nor more than three cars.

Be No horse stable shall be erected for less thanktwo horses or more than four. It shall not be bigher than one story has havelless than the minimum of two hundred fifty (250) square feet. The same construction specifications shall apply to stables as to main residential third tures (See No. 6).

9. No let as originally platted small be used as a building plot it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into the building 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 lotter not commenced within energiear from date on the face of the original seed from the undersigned or if such construction is not fully completed within eighteen menths 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 comer for same price as the undersigned originally sold said lot. Said option may be excercised by written notice and tender mailed to the then owner of record. This provision and option shalk not preclude the right of any abonatide mortgages to enforce its nortgage and foreclose and sell the same free and clear of the option right. A perpetual license is hereby reserved the favor of and granted to Northwestern leak Telephone Company, Omaha Public Power District, The Peoples Gas. Company, and well public utility companies now or hereafter of all lots in said addition; their successors and assignees, to go on, 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 undersogness, being the owners of all said real estate, have caused these presents to be duly executed this 5th day of May, 19701

GREENBRIER

Frank A. Krejci

Judith K. Kreich

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PROTECTIBE COVENANTS FOR GREENBRIER

Lots 93 thru 96 Lots 102 thru 106 4019

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 a 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 becarried on upon any plot nor shall anything be done thereon which may be or become an unnoyance 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, whatmerex 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 mesidential structures, exclusive of open porches, open breezeways, basements, and garages, shall 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.

BOOK 514 PAGE 258

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 lcts 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

Brank R. Kreici

STATE OF MUBRASKA COUNTY OF DOUGLAS

Subscribed in my presence and sworn to before me this 2/ day of

September, 1972.

NOTARY PUBLIC
My Commission Expires: 8-2/-114

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PROTECTIBE COVENANTS FOR GREENBRIER

Lots 93 thru 96 Lots 102 thru 106 4014

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 iedicated 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 a 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 becarried on upon any plot nor shall anything be done thereon which may be or become an innoyance 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 outbuilding erected on said real estate shall at any time be used as a residence, sharacter 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 mesidential structures, and careful 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.

BCOM 514 PAGE 258

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. 5) 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

STATE OF MEBRASKA COLVETY OF DOUGLAS

Subscribed in my presence and sworn to before me this 2/ day of

September, 1972.

NOTARY PUBLIC
My Commission Expires: 8-2/-114

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

SEORGE J. SUCLEMENT Covenants are to run with the land and shall be binding on all present and future BOUGLAS covenants for 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.

- 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.
- 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
- 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 misance 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.
- 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 that 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.

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.

- 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: 19.22	2
***************************************	Dreak & Kregei
GENERAL NOTARY State of Medicaska CLAUDINE T. DOUGHERTY My Comm. Exp. Sept. 19, 1995	
State of Nebraska County of Althifilds	
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	Blowdine J. Daugherry



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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 <u>JO4</u> day of July, 1992.

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RECEIVEU
Ju. 23 10 17 AH "92
SEORGE J. BUSLEWIOZ
REGISTER OF DEEDS
REGISTER COURTY, NE

Frank R. Krejci
Owner of Lots * , Greenbrier

* 124-131 (34-138) and 140

* Smith
Owner of Lot(s) 139, Greenbrier

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

Gary Kruse
Owner of Lot(s) 133, Greenbrier

Betty Kruse
Owner of Lot(s) 133, Greenbrier

Frank Krejsi 3323 10.107 St. Omata ne 68134

í,

BK 23 N COMP C/O FEE 185° PG 309 N 310 DEL VK MC D OF DEL VK MC D STATE OF NEBRASKA) COUNTY OF DOUGLAS) SS.

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

Notary Public Ordansk

STATE OF NEBRASKA) COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me on the DM day of July, 1992, by harry D. Smith.

STANDARD OF MARCHAN
SHANDON DUDIZINSKI
MY Comm. Exp. June 18, 1995

Shauen Oudzunster Notary Public

STATE OF NEBRASKA) COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the day of July, 1992, by how M. Krajce.

SENERAL NOTARY-State of Nationals SHAANNON DUDZINSKI My Comm. Exp. June 18, 1995

Sharron (
Notary Public

STATE OF NEBRASKA) COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the 30th day of July, 1992, by Chry Kruss.

GENERAL METATY-State of Makesta SHANNON DUDZZINSKI Later My Comm. Exp. June 12, 1995

Shayon (
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

The foregoing insturment was acknowledged before me on the John day of July, 1992, by Cather Kruse. Sharron Oudzinsi

SHANNON DUDZINSKI
My Comm. Exp. June 18, 1995

Notary Public



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

SEORCE J. BUGLEMICE covenants are to run with the land and shall be binding on all present and future REGISTER OF DEFINAL covenants are to run with the land and shall be binding on all present and future BOUGLAS compared to 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.
- 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.
- 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.
- The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less that 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

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.

- 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:	2
***************************************	Snuk & Kreei
GENERAL NOTARY-State of Nebrasia CLAUDINE T. DOUGHERTY My Comm. Exp. Sept. 19, 1995	
State of Nebraska	
County of Daughles	
The foregoing instrument was acknowledged be	tore me on
by Mank P. Balfail	· · · · · · · · · · · · · · · · · · ·
,	Bluedine J. Dougherry





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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 2044 day of July, 1992.

19092 19092

RECEIVED IN 12 IN 12 SECULAR OF DEEDS RECORDED SOURTY, NE

Frank R. Krejci
Owner of Lots * Greenbrier

*(124-132) (334-138) and 140

**(124-132) (334-138) and 140

**(124-132) (34-138) and 140

**(124-132) (34-138)

23 N <u>COMP</u> C/O — FEE <u>1850</u> 29 N 310 DEL VK MC B UDCOMP DV C/OC-14220

Grank Krejei 3323 10,107 St. Omaha Ne 68134

STATE OF NEBRASKA) COUNTY OF DOUGLAS) SS.

the Oregoing instrument was acknowledged before me on day of July, 1992, by Frank R. Krejci.

A SENERAL REPAIR Class of Research generations during mostly outside by Cours, Esp. Jane 18, 1966 Sharron Ondersti Notary Public

STATE OF NEBRASKA) COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the od day of July, 1992, by harry D. Smith.

A SEIERAL METATY-State of Retrievals
SHAMMON DUDIENTSKI
My Comm. Exp. Jone 18, 1995

Sharren Ordzenski Notary Public

STATE OF NEBRASKA) COUNTY OF DOUGLAS) SS.

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

SEERAL HOTARY-State of Reference SHARIMON DUDZINSKI My Comm. Exp. Jone 18, 1995 Sharron Ordzuski.
Notary Public

STATE OF NEBRASKA) COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me on the 30% day of July, 1992, by (mr. 14/45).

STARNAL MITARY-State of Reference SHAANNON DUCKENSKY ME JOHN My Comm. Exp. June 18, 1995 Sharran Ardzenski Notary Public

STATE OF NEBRASKA) COUNTY OF DOUGLAS) SS.

The foregoing insturment was acknowledged before me on the John day of July, 1992, by Catty Kruse.

SHANNON DUDZINSKI
SHANNON DUDZINSKI
My Comm. Exp. June 18, 1995

Sharron Oudenst Notary Public

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for utility, installa	ion and maintena	nce			
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any cable company granted a cable television franchise system, and/or utility, installation and maintenance, on over through under and across or foot wide strip of land abutting the front and the side boundary lines of foot wide strip of land abutting the rear boundary line of all interior load a foot wide strip of land abutting the rear boundary line of all exterior less it include the following?? Yes or No (Circle One) so grants an easement to Metropolitan Utilities District foot wide strip through, under and across a foot wide strip foot wide strip of through, under and across a foot wide strip	ts.
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led 4-15-64, in Book 411 at Page 89 Instrument No.	
maha Public Power District, Qwest Communications, Cox Cable NWBTC	
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