

AFTER RECORDING, RETURN TO:

S-3525

CHICAGO TITLE INSURANCE COMPANY
202 South 19th St.
Omaha, Ne. 68102

57.350

DECLARATION OF RESTRICTIVE COVENANT

WHEREAS, under contract dated the 3rd day of November, 19 77, SARPY DEVELOPMENT CORP. (hereinafter referred to as "Seller") agreed to convey to McDONALD'S Corporation, a(n) Delaware corporation, (hereinafter referred to as "Purchaser") a parcel of real estate described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, one of the terms of said contract states that Seller shall record a Restrictive Covenant affecting Seller's property;

NOW THEREFORE, Seller hereby covenants and agrees, in consideration of the terms and conditions recited in said contract, that the property described on Exhibit B, attached hereto, will not be used as Fast Food Restaurant for a period of twenty (20) years from the date first herein above written.

This covenant shall run with the land described in Exhibits A and B and shall inure to the benefit of and shall be binding upon the Purchaser and Seller, their heirs, administrators, grantees, assigns and successors.

IN WITNESS WHEREOF, Seller has executed this DECLARATION OF RESTRICTIVE COVENANT, this 31st day of May, 19 78.

SELLER:

WITNESS:

Wesley H. Turtcher
Wesley H. Turtcher

PAID FOR RECORD 6-1-78 AT 11.25 IN BOOK 51 OF Miss. Rec.

328 Carl S. Hillebrand

REGISTER OF DEEDS, SARPY COUNTY, NEB.

STATE OF Nebraska, County of Sarpy:

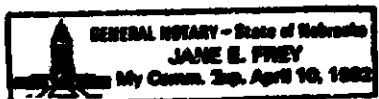
Before me, a notary public qualified in said county, personally came

Wesley H. Turtcher President of
Sarpy Development Corp., a corporation

known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on May 31, 1978.

Jane E. Frey Notary Public



Rec# 04607

51-328A

EXHIBIT "A"

SARPY County, NEBRASKA

Beginning at a point on the South R.O.W. line of Highway #370 and the West line of said East 1/2 of the Southeast 1/4 of Section 34, said point being S 0°00'45" W and 31.70 feet from the Northwest Corner of the said East 1/2 of the Southeast 1/4 of Section 34; thence S 89°20'21" E for 986.06 feet along the said South R.O.W. line of Highway #370; thence S 0°01'30" W for 250.00 feet; thence S 89°20'21" E for 13.00 feet to the true point of beginning; thence continuing along the aforesaid bearing S 89°20'21" E for 270.00 feet to the Westerly R.O.W. of Washington Street; thence S 0°01'30" W along the Westerly R.O.W. of Washington Street for 185.00 feet; thence N 89°20'21" W for 270.00 feet; thence N 0°01'30" E for 185.00 feet to the true point of beginning, now known as Pt. Lot 1 Southampton

51-328B

EXHIBIT "B"

The following described property in Sarpy County, Nebraska:

Lots 3 and 4, Gold Coast Addition

Lots 1, 2, 3, 4, and 5, Gold Coast Addition Replat

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 38, 39, 44, 45, 46, 47, 48, 49, 58, 60, 71, 72, Southampton

Lot 15, Top of the Mark

Lot 20A, Top of the Mark, 2nd Platting

Lot 1, Replat of Part Lot 20, Top of the Mark

Tax Lot 9B, in Section 34-14-12, Papillion

PROTECTIVE COVENANTS

SOUTHAMPTON, A SUBDIVISION OF SARNY CO.

REC'D 1911

TO WHOM IT MAY CONCERN:

The undersigned, Sarny Development Corp., a Nebraska Corporation, hereinafter called, "Sarny Dev.", being the owner of all of lots six (6) through seventy-two (72), inclusive, Southampton, all surveyed, platted and recorded in Sarny County, Nebraska, does hereby make, declare and publish that the said lots referred to are and shall be owned, conveyed and held under subject to the following conditions and restrictions, for the purpose of controlling, governing and regulating the ownership, encumbrance, use and occupancy of said lots, to-wit:

1. All of said lots above described, now and in the future, shall be used only for single family residential lots, and not more than one single family dwelling with garages shall be erected, altered, placed or permitted to remain on any one of said lots and such dwelling shall not exceed two and one-half (2½) stories in height together with a private garage, attached breezeways and other out buildings incidental to residential use, provided, however that it shall be permissible to use an area greater than one lot as the site for one said residential building together with private garages, attached breezeways and other out buildings incidental to residential use. The term "Lot" as used herein, shall mean a lot as now platted, the total width of which at the front line shall not be less than the width of the front lot line of either of the lots comprising a part of such parcel. All homes must have two (2) car garages. Sarny Dev. reserves the right to waive this requirement in the event that it can be shown that the size of the lot will not accommodate a house meeting the requirements of these covenants with a two (2) car garage.

2. No single family dwelling shall be erected or placed on any lot which has an area of less than Seventy-two Hundred (7200) square feet. No such building shall be located on any of said

File # 52471

lots nearer than Thirty (30) feet to the front lot line. No detached garage shall be placed on any lot nor shall any such dwelling, except a detached garage, be placed nearer than Seven (7) feet from any side line. On corner lots used for single family dwellings, the lot lines on the dwelling faces, shall comply with the above front yard requirements, and the other street-side yard shall be not less than Fifteen (15) feet.

If a detached garage is built on any single family dwelling lot, the garage shall be placed not nearer than five feet from the rear or side lot line, and shall be placed on corner lots in which case the garage shall be placed not nearer than 15 feet to side lot line, adjacent to the street.

For the purposes of this paragraph, eaves, fireplace chimneys, steps and open porches shall not be considered as a part of a dwelling, provided, however, that no part of any structure shall be permitted to encroach upon or hang over a lot owned by a person other than the owner of the lot on which such building is located. In the event that the Board of Appeals or other appropriate governmental authority, permits a lesser lot area or front or side yard for any lot then the above restrictions as to such lot shall be automatically superseded by the action of said Board of Appeals or other appropriate governmental authority.

3. All homes shall meet the following provisions, to-wit: The ground floor enclosed area of every single floor dwelling, including but not limited to, ranch, split-entry, step-up and raised ranch homes, exclusive of open porches, open breezeways, basements and garages, shall not be less than One Thousand Two Hundred (1200) square feet. The ground floor enclosed area of any two (2) story or one and one-half (1½) story homes, including multi-level, exclusive of open porches, open breezeways, basements and garages shall not be less than Eight Hundred (800) square feet with a total enclosed area of not less than Fifteen hundred (1500) square feet.

4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors of the lot.

shall be used or maintained as a dumping ground or place for junk, vehicles, rubbish, trash, garbage or other waste. All incinerators, containers and equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition. All weeds shall be kept cut to a height of not more than 24 inches above the ground.

5. No trailer, basement, excavation, tent, shack, garage barn or other outbuilding shall at any time be used as a residence, either temporarily or permanently. Dwellings constructed in any other addition or location shall not be moved to any lot within this subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a maximum of two (2) adult dogs, cats or other household pets may be kept, provided they are not kept bred or maintained for any commercial purpose. No fence shall be erected or permitted to remain on any lot in front of the dwelling. Fences constructed to the side or rear of the dwelling may not exceed 60 inches above ground level, except patio privacy fences which may not exceed 72 inches above ground level.

6. Public concrete sidewalks, four (4) feet wide and four (4) inches thick, shall be installed by the then owner in front of each improved lot and on the side street of each improved corner lot. All sidewalks shall be located and constructed in accordance with all applicable laws, ordinances, regulations and requirements of any governmental authority having jurisdiction thereof. All exposed foundations of homes constructed on said lots shall be painted in such color of the house so constructed. All exposed foundations on the front of the dwelling shall be covered with brick, adobe brick, or stone, if such exposed foundation exceeds a height of 24 inches above ground level.

7. All plumbing, electrical wiring, telephone services, or any other service connecting the house constructed on the premises to any public utility service shall be placed and located underground. No fuel tanks on the outside of any building shall be exposed to view.

8. All dwellings constructed must, in any event have the exterior enclosed and completed, including roof, trim, paint, exterior masonry, driveway and sidewalks within one year from commencement of construction.

Any accessory buildings or additions to previously constructed dwellings must be so completed externally within 90 months from commencement of construction.

No garage or other outbuilding shall be erected on any lot for dwelling purposes before the residence thereon is constructed. No unused building material shall be left exposed on any lot except during actual building operations.

All accessory buildings shall have a useful purpose and if used for the shelter of animals shall not exceed the necessary size for such shelter and the design for such accessory buildings and additions to existing dwellings shall be harmonious and compatible with both the Subdivision and with the main structure.

The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage.

9. EASEMENTS: Easements pertaining to all lots shall be as recorded at the Sarpy County Recorder of Deeds.

10. The provisions herein contained shall be binding upon, inure to the benefit of and apply to the undersigned, their respective successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of said lots until January 1, 1990, at which time said provisions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their respective successors and assigns, or their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof. Any violation or threatened or attempted violation of any provision hereof by the present or future owner or user of any lot shall confer upon and vest in any other owner or owners of any lot the right and cause of action to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent or restrain such violation, to recover damages therefor, and to have such other relief and remedies as law or equity may allow.

11. The provisions herein contained are in pursuance of a general plan of improvement and development: each provision is several and separable, and invalidation of any such provision shall not affect the validity of any other provision. Sarpy Dev. reserves and shall have the exclusive right to modify or waive these covenants, in whole or in part, as to any lot or lots in cases where, in Sarpy Dev's discretion, Sarpy Dev. deems such modification or waiver to be necessary or advisable because of special circumstances, or to prevent hardship, or for any other reason considered sufficient by Sarpy Dev.

12. All rights, powers and privileges herein reserved by or vested in Sarpy Dev. shall in all respects inure and apply to Sarpy Dev's respective successors and assigns so long as such rights, powers and privileges are specifically assigned by Sarpy Dev.

13. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or re-

quirement for the enforcement of this instrument or any of its provisions.

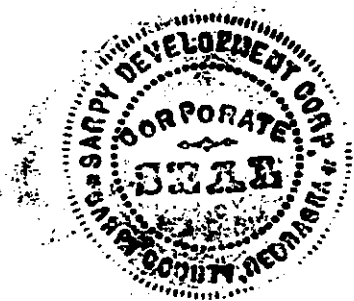
DATED this 26th day of February 1976

SARPY DEVELOPMENT CORP.

By Wesley H. Turtcher
Wesley H. Turtcher, President

By Kenneth L. Stahl
Kenneth L. Stahl, Vice-President

By Wallace Sump
Wallace Sump, Secretary



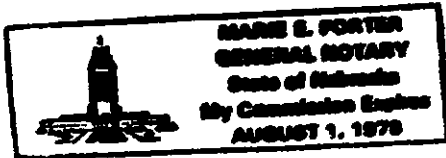
STATE OF NEBRASKA)
 (ss.
County of Sarpy)

The foregoing instrument was acknowledged before me the 26th day of February, 1976, by WESLEY H. TURTSCHER, president; KENNETH L. STAHL, Vice President; and WALLACE SUMP, secretary of SARPY DEVELOPMENT CORP., a Nebraska corporation on behalf of the corporation.

WITNESS my hand and notarial seal this 26th day of February 1976.

Marie E. Porter
Notary Public

My Commission expires: Aug 1 1978



Plat and Dedication,
Filed 4-17-74, in Book 6 at Page 13, 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 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 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

Dated 2-26-76 Filed 3-5-76, in Book 49 at Page 92, 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.

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

Does it include the following?? Possible Telephone Connection Charge Yes or No

Any additional info.

Architectural Control

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

Southampton