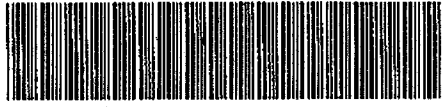




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RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF VINTAGE OAKS AND VINTAGE OAKS REPLAT 1, A SUBDIVISION
IN DOUGLAS COUNTY, NEBRASKA**

THIS DECLARATION, made on the date hereinafter set forth, is made by HARRISON SQUARE, INC., a Nebraska corporation, hereinafter referred to as the "Declarant".

PRELIMINARY STATEMENT

The Declarant is the owner of certain real property located within Douglas County, Nebraska and described as follows:

Lot 15 in Vintage Oaks, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Such lot is herein referred to as the "Lot."

This Declaration is specifically made for the benefit of and shall be enforceable by the owners of Lots 33 and 34, inclusive, Vintage Oaks Replat 1, as surveyed, platted and recorded in Douglas County, Nebraska (the "Benefited Lots").

NOW, THEREFORE, the Declarant hereby declares that the Lot shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Benefited Lots, and the enjoyment and commercial profitability of the owners of the Benefited Lots.

These restrictions, covenants, conditions and easements shall run with the Lot and shall be binding upon all parties having or acquiring any right, title or interest in the Lot, or any part thereof, as is more fully described herein. The Lot is and shall be subject to all and each of the following conditions and other terms:

**ARTICLE I.
RESTRICTIONS AND COVENANTS**

1. The Declarant does hereby state and declare that absolutely no automobile or vehicular washing operations of any nature or definition shall be allowed on the Lot. This Declaration is expressly made to preclude and prohibit car/truck washing at all times on the Lot without the approval of the Benefited Lots owners which may be granted in the absolute discretion of the owners of the Benefited Lots.

2. Except for the authority and powers specifically granted to the Declarant, any owner of a Benefited Lot named herein shall have the right to enforce by a proceeding at law or in equity, all reservations, restrictions, conditions and covenants now or hereinafter imposed by the provisions

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of this Declaration either to prevent or restrain any violation or to recover damages or other dues of such violation. Failure by any such owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

4. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. This Declaration shall be construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 26 day of May, 2000.

HARRISON SQUARE, INC., a Nebraska corporation,
"Declarant"

By James Under
President

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26 day of May, 2000, by JAMES UNDER, President of HARRISON SQUARE, INC., a Nebraska corporation, on behalf of the corporation.

Alta Greer Empkey
Notary Public

