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TRUST AGREEMENT

This Trust Agreement, made and executed at Omaha, Douglas County, Nebraska, between Great Day Development Corporation, a Nebraska corporation, hereinafter referred to as "Great Day", and H. Lee Gendler, hereinafter referred to as "Trustee", dated this 2nd day of November, 1973.

1. Trust Property. Great Day has this date conveyed to Trustee certain real property located in Omaha, Douglas County, Nebraska; the legal description for said property is contained in the copy of the warranty deed conveying said property, which is attached hereto and marked "Exhibit A".

2. Powers of Trustee. The shareholders and directors of Great Day have authorized the aforementioned conveyance of real property to Trustee, and have also authorized the Trustee to have the following powers with respect to the Trust property:

- a) to hold legal title to the real estate;
- b) to grant, sell, bargain and convey any and all of the real estate; provided, however, that before the Trustee shall make a sale of any of the real estate, he shall have first secured approval of the President or Secretary of Great Day.

3. Management of Real Estate. The purpose of this Trust is to place legal title in the name of the Trustee, in order that the Trustee may in turn convey legal title to third parties. The Trustee assumes no responsibility for the management for the property, nor for any real estate taxes, insurance or like items with respect to the property; Great Day retains all such responsibility. The Trustee agrees to be bound by all terms and conditions contained in any documents of sale with respect to any of the real estate in the Trust, including the terms and conditions of any mortgages with respect to the Trust property.

4. Duration of Trust. This Trust shall terminate when all of the real estate conveyed this date to the Trustee has been subsequently conveyed to third parties.

5. Successor Trustee. In the event of the death of the Trustee, Irvin Gendler is hereby designated to be Successor Trustee.

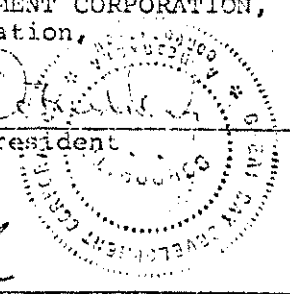
IN WITNESS WHEREOF, the parties have hereunto signed this document the date last above written.

H. Lee Gendler, Trustee
H. Lee Gendler, Trustee

GREAT DAY DEVELOPMENT CORPORATION,
a Nebraska corporation,

BY H. Lee Gendler
H. Lee Gendler, President

and
Irvin Gendler
Irvin Gendler, Secretary

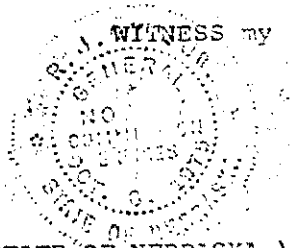


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BOOK 533 PAGE 620

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified in said county, personally came H. Lee Gendler, Trustee, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



WITNESS my hand and notarial seal on this 2nd day of November, 1973.

R. J. Gendler

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came H. Lee Gendler, President of Great Day Development Corporation, and Irvin Gendler, Secretary of Great Day Development Corporation, known to me to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.



J. Ott

Notary Public

AFTER RECORDING RETURN TO:

Fidelity National Title Insurance Company
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PROTECTIVE COVENANTS

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 for a period of thirty (30) years from the execution of this instrument:

Lot: One (1) through One Hundred Forty-three (143), inclusive, in Greentree, a subdivision in Douglas County, Nebraska.

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 violation.

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.

A. All of said lots shall be used only for single-family residential purposes and for accessory structures incidental to residential use, for parks, recreational, church or school purposes. It is understood and agreed that model homes held open for display for customers' inspection by developers or their agents will not in any way be a violation of these covenants. When permitted by city ordinance and zoning regulation, a single lot may be divided and each such division may be considered an individual lot for the purposes of these covenants.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All plots shall be kept free of all types of trash and debris.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding 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. No structure shall be occupied as a residence until all interior construction is fully completed according to approved plans. No dwelling constructed in another area or addition may be moved into or permitted to remain on any lot in this subdivision; provided, however, modular housing will be permitted.

D. The finished living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall not be less than 900 square feet. For each single-family dwelling, there must also be erected a single private garage for at least one automobile; provided, however, the maximum garage size shall not be for more than three automobiles. Each such garage shall have a paved driveway. The following lot minimums shall apply:

Minimum area of building plot: 5,000 square feet. Minimum front yard: 25 feet. Minimum side yard for main residential structure: 5 feet. Minimum rear yard: 25 feet, provided that such minimum rear yard for irregular-shaped lots shall be as defined by the zoning regulations of the City of Omaha.

The foregoing restrictive provisions for lot area, side yards, and front yards shall automatically be amended as to any lot for which the City of Omaha, Nebraska, shall determine and permit a lesser area or distance.

E. A perpetual license and easement is hereby reserved in favor of and granted to Orona Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew, buried or underground cables, conduits, and poles with the necessary supports, and sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend their own wires for the carrying and transmission of electric current for light, heat and power for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said addition; said license being granted for the use and benefit of all present and future owners of said lots; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables or conduits under said side lot lines within thirty-six (36) months of the date of the execution of this document or if any cables, conduits or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easements. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at this cost the underground entrance to the residence which shall meet the following specifications: A one-half inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building. No permanent building, trees, retaining walls or loose rock walls shall be placed in the said easementways but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

F. Portland concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each built-upon lot and along the front and street side of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line and shall be constructed by the front owner of the lot at the time of completion of the main structure and before occupancy or use thereof. In lieu of the installation of said sidewalk, because of weather, an escrow deposited with the mortgage will be considered acceptable.

G. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else such automobiles may be towed away at the owners expense upon the request or act of any lawdowner in the subdivision. All automobiles must be parked either indoors or on paved slabs or driveways if parked out-of-doors. Any repair work on automobiles must be done indoors.

H. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose.

I. No sign or billboard of any kind or size shall be erected, placed or maintained in rear on any lot until the undersigned or its agent or attorney has given its written approval; except, only "for sale" signs not exceeding six (6) square feet in area will be permitted. This restriction as to signs and billboards applies to signs erected by the undersigned or his agent or attorney in the development of the subdivision, or to signs erected by the developer of the subdivision on any lot now or hereafter owned by said developer, but this restriction shall not apply to signs erected by persons who do not hold title conveyed by said developer.

IN WITNESS WHEREOF, the undersigned, being the owner of all said lots, has hereunto set his hand and seal, to be duly executed this 20th day of August, 1954.

By: Alfred J. Tastic

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

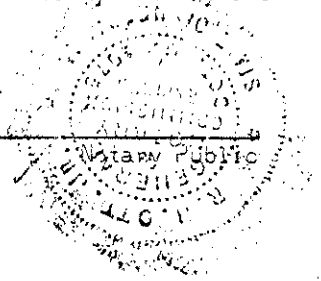
On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came _____

_____ known to be the identical person whose name is affixed to the above Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal at Omaha in said County the day and year last above written.

R. J. A.

My Commission expires April 6, 1975.



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PROTECTIVE COVENANTS

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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 for a period of thirty (30) years from the execution of this instrument:

Lots One Hundred Forty-four (144) through Four Hundred Forty-four (444) inclusive in Greentree, a subdivision in Douglas County, Nebraska.

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 violation.

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.

A. All of said lots shall be used only for single family residential purposes and for accessory structures incidental to residential use, for parks, recreational, church or school purposes. It is understood and agreed that model homes held open for display for customers' inspection by developers or their agents will not in any way be a violation of these Covenants. When permitted by City Ordinances and Zoning Regulations, a single lot may be divided and each such division may be considered an individual lot for the purposes of these Covenants.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All weeds and grass shall be kept cut down to a maximum height of eight inches above-ground level. All plots shall be kept free of all types of trash and debris.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding 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. No structure shall be occupied as a residence until all interior construction is fully completed according to approved plans. No dwelling constructed in another area or addition may be moved into or permitted to remain on any lot in this subdivision; provided, however, modular housing will be permitted.

D. The finished living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall not be less than 900 square feet. For each single family dwelling, there must also be erected a single private garage for one automobile. Each such garage shall have a paved driveway.

E. A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District, and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, cross-arms, down guys and anchors, cables, conduits and other related facilities, and to extend thereon wires, or cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds and the reception thereof on, over, through, under and across a five (5) foot wide strip of land adjoining all side boundary lot lines; an eight (8) foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land adjoining the rear boundary lines of all exterior lots, provided however, that said side lot easements are granted upon the specific condition that if either of said utility companies fail to utilize said side lot easements within sixty (60) months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this side lot easement shall automatically terminate and become void as to such unused or abandoned easement ways. The term exterior lots is herein defined as those

lots forming the outer perimeter of the above described addition. Said sixteen (16) foot wide easement will be reduced to an eight (8) foot wide strip when the adjacent land is surveyed, platted and recorded if said sixteen (16) foot easement is not occupied by utility facilities and if requested by the owner. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence which shall meet the following specifications: A one-half inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building.

F. Portland concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each built-upon lot and along the front and street side of each built-upon corner lot. The sidewalk shall be placed four (4) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof. In lieu of the installation of said sidewalk, because of weather, an escrow deposited with the mortgagee will be considered acceptable.

G. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else such automobiles may be towed away at the owner's expense upon the request or act of any landowner in the subdivision. All automobiles must be parked either indoors or on paved slabs or driveways if parked out-of-doors. Any repair work on automobiles must be done indoors.

H. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose.

I. No sign or billboard of any kind or size shall be erected, placed, or permitted to remain on any lot until the undersigned or its agent or agents has given its written approval; except, only "For Sale" signs not exceeding ten (10) square feet in area will be permitted. This restriction as to signs does not apply to signs erected by the undersigned or his agent or agents in the development of the subdivision.

J. The restrictive provisions for side yards and front yards shall automatically be amended as to any lot for which the City of Omaha, Nebraska, shall determine and permit a lesser area or distance.

In witness whereof, the undersigned, being the owner of all said real estate, has caused these presents to be duly executed this 26th day of March, 1973.

Attest: _____ Secretary

By R. Lee Gendler, Trustee

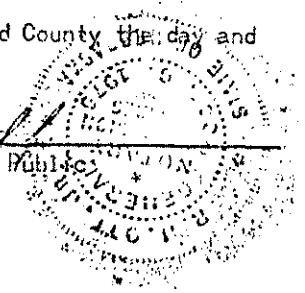
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came R. Lee Gendler, President of Trustee (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above Protective Covenants, 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 the corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and notarial seal at Omaha in said County, this 26th day and year last above written.

R. Lee Gendler
Notary Public

My Commission Expires: Oct 1, 1975



13 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
DATE OF CO. 125 BY 3/11/73 C. HAROLD OSTLIE, REGISTER OF DEEDS