

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following 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 January 1, 1992:

Lots One (1) through Two Hundred Twenty-Two (222), both inclusive, in Armbrast's Rockbrook, 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 of court shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, or for church or school purposes.

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.

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.

D. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over 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 lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways.

E. Portland concrete public sidewalks, four feet wide by four inches thick shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed five (5) feet back of street curb line.

F. The following building restrictions shall apply to the following lots:

(1) In no event may any lot be reduced below its area and width as originally platted, unless parts of two or more lots are combined to make one building plot, in which event the resulting building plot must have an area and width at least as large as the original platted area and width of the largest lot included to make up said building plot.

(2) Lots One (1) through Twenty-seven (27), One Hundred Thirty-three (133) through One Hundred Forty-two (142), One Hundred Forty-four (144), One Hundred Forty-five (145), One Hundred Fifty-eight (158) through One Hundred Sixty-seven (167), One Hundred Seventy-seven (177), through One Hundred Eighty-nine (189), Two Hundred Eighteen (218), through Two Hundred Twenty-two (222). Minimum front yard: 35 feet. Minimum side yard for main residential structure: 7 feet. Minimum enclosed living area on ground floor exclusive of open porches, garages and breezeways: 1,050 square feet for a one-story house or step-up style; 1,000 square feet for a one-and-one-half or two-story house.

(3) Lots Twenty-eight (28), through Thirty-one (31), Thirty-three (33) through Thirty-six (36), Thirty-eight (38), Thirty-nine (39), Fifty-six (56), Eighty-one (81) through Eighty-seven (87), One Hundred Eight (108) through One Hundred Eleven (111), One Hundred Fourteen (114) through One Hundred Seventeen (117), One Hundred Twenty-one (121) through One Hundred Twenty-five (125), One Hundred Thirty-two (132), One Hundred Forty-three (143) through One Hundred Fifty-three (153), One Hundred Fifty-six (156), One Hundred Fifty-seven (157), One Hundred Seventy-five (175), One Hundred Seventy-six (176), One Hundred Ninety (190) through Two Hundred Four (204). Minimum front yard: 35 feet. Minimum side yard for main residential structure: 7 feet. Minimum enclosed living area on ground floor exclusive of open porches, garages and breezeways: 1,125 square feet for a one-story house or step-up style with the entire house finished; 1,000 square feet for a one-and-one-half or two-story house and the upper story must be completely finished. Each dwelling must provide enclosed garage space for not less than one nor more than three cars.

(4) Lots Thirty-two (32), Thirty-seven (37), Forty-eight (48) through Fifty-five (55), Fifty-seven (57) through Sixty-two (62), Seventy-eight (78), Seventy-nine (79), Eighty (80), Ninety-six (96), Ninety-seven (97), One Hundred (100), One Hundred One (101), One Hundred Four (104), One Hundred Twelve (112), One Hundred Thirteen (113), One Hundred Eighteen (118), One Hundred Nineteen (119), One Hundred Twenty (120), One Hundred Twenty-six (126), One Hundred Twenty-seven (127), One Hundred Twenty-eight (128), One Hundred Thirty-one (131), One Hundred Sixty-eight (168) through One Hundred Seventy-one (171). Minimum front yard: 40 feet. Minimum side yard for main residential structure: 10 feet. Minimum enclosed living area on ground floor exclusive of open porches, garages and breezeways: 1,200 square feet for a one-story house or step-up style with the entire house finished plus 100 additional square feet if a basement garage is used; 1,000 square feet for one-and-one-half or two-story house and the upper story must be completely finished. Each dwelling must provide enclosed garage space for not less than one nor more than three cars.

(5) Lots Forty (40) through Forty-seven (47), Sixty-three (63) through Seventy-seven (77), Eighty-eight (88) through Ninety-five (95), Ninety-eight (98), Ninety-nine (99), One Hundred Two (102), One Hundred Three (103), One Hundred Five (105), One Hundred Six (106), One Hundred Seven (107), One Hundred Twenty-nine (129), One Hundred Thirty (130), One Hundred Seventy-two (172), One Hundred Seventy-three (173), One Hundred Seventy-four (174), Two Hundred Five (205) through Two Hundred Seventeen (217). Minimum front yard: 40 feet. Minimum side yard for main residential structure: 10 feet. Minimum enclosed living area on ground floor exclusive of open porches, garages

and breezeways: 1,300 square feet for a one-story house plus 100 additional square feet if the basement garage is used; 1,200 square feet for a step-up style with the entire house finished; 1,000 square feet for a one-and one-half or two story house and the upper story must be completely finished. Each dwelling must provide enclosed garage space for not less than one nor more than three cars.

(6) Notwithstanding the provision of this Paragraph No. F, the restrictive provisions for lot area, side yards, and front yard shall automatically be amended as to any lot for which the Board of Appeals of the City of Omaha shall determine and permit a lesser area or distance.

IN WITNESS WHEREOF, Cornhusker Homes Co., a Nebraska Corporation, being the owner of all said real estate, has executed these Covenants this 17th day of May, 1960.

Attest: CORNHUSKER HOMES CO.

John W. Lehman
Secretary

John W. Lehman
President

STATE OF NEBRASKA
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 John Lecker, President of Cornhusker Homes Co., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledge 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 the day and year last above written.

My Commission Expires

W. H. Heston
Notary Public

25 March 1965

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RECORDED IN REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
JAMES F. O'BRIEN, REGISTER OF DEEDS