

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 June 1, 2009; after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Lots 1 through 64, inclusive, Harper Valley, a replat of tax lots 8, 9 & 10, located in the west half of the S.E. $\frac{1}{4}$ sec. 7-14-13, Douglas County, Nebraska.

If the present or future owners of any said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person 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 prevent him or them from doing so 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 hereof, which shall remain in full force and effect.

A. Said lots shall be used only for detached single-family residential purposes and for accessory structures incidental to residential use or for park, recreational, 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 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. No dwelling constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision.

D. Portland concrete public sidewalks four feet wide by four inches thick, shall be constructed along the street side of each built-upon 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, except for acceptable FHA escrow due to weather.

E. The following building restrictions shall apply to said lots:

(1) Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 933 square feet on the main floor of the house for a one-story, bi-level, tri-level, split-entry, $1\frac{1}{2}$ story or taller house.

(2) Minimum front yard; 35 feet; except that on corner lots on street, yard shall be a minimum of 35 feet and the other street yard shall be a minimum of 17.5 feet and the building may front on either of these yards; minimum side yard for main residential structure: 5 feet except as may be waived by the appropriate zoning body of the City of Omaha.

BOOK 619 PAGE 748

(3) Exposed portions of the foundations on the front of the house or any masonry on the front of the house shall be brick, stone, or painted concrete block. Exposed foundations on the sides and rear of the house may be poured concrete or standard concrete block but must be painted.

(4) All houses shall have a basement.

(5) All houses shall have an enclosed garage for at least one car.

F. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owner's expense upon the request or act of any land-owner in the subdivision. All automobiles must be parked either indoors or on concrete slabs or drives if parked out-of doors. All repair work on automobiles must be done indoors.

G. Recreational vehicles, trailers, boats and boat trailer, all as defined in the ordinances of the City of Omaha, Nebraska, shall not be stored with any portion of the unit in the front yard of any dwelling.

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. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the undersigned as to the exterior design, use of the exterior materials, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given it written approval therefore. The restrictions of this paragraph shall terminate January 1, 1981.

EXECUTED this 27th day of August, 1979.

URBAN LAND INVESTMENTS, INC.


E.M. GOLLEHON, President

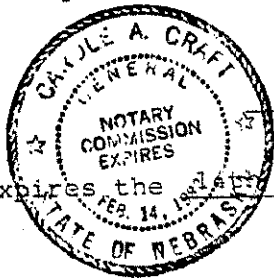

GERALD G. MAYER, Vice-President

BOOK 619 PAGE 749

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 26th day of August, 1979 before me, the undersigned, a Notary Public in and for said County personally came E.M. GOLLEHON to me personally known to be the President and the identical person whose name is affixed to the above conveyance, 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 the day and year last above written.



Carole A. Craft
Notary Public

My Commission expires the 14th day of February, 1982.

Book 619
Page 749
of Misc
Res 2500
Inst 170
Comp 153
153
170
153

RECEIVED
1979 AUG 29 PM 3:47
CLARENCE B. GORTNER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.
[Signature]

HARPER Valley lot 1 thru 65

Plat and Dedication
Filed 7-1-79, in Book 1628 at Page 463, 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

Filed 8-29-79, in Book 1619 at Page 747, Instrument No. _____

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 (Circle One)

Any additional info.

ARchitectuial control

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