

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, 1995:

Lots 16 through 151, both inclusive, in Ridgeview Terrace, 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 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, for park, recreational, church or school purposes, except that lots 127 through 134, inclusive, may also be used for multi-family structures.

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, replace and renew buried or underground cables, conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend these wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, through and upon a five (5) foot wide 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 cables, conduits or poles 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 easementways.

BOOK 1100 PAGE 602

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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 center 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.

F. The following building restrictions shall apply to the following 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: 900 square feet on the ground floor for a one-story house; 1800 square feet throughout the house for a bi-level, tri-level, split-level, split-entry, 1 1/2 story or taller house but the foundation walls must enclose an inside ground area of not less than 800 square feet. In addition, each single-family dwelling shall provide covered space for at least one car (detached, attached or basement garages or carports being permitted).

(2) The following lot minimums shall apply: Minimum area of building plot: 7500 square feet. Minimum front yard: 35 feet. Minimum side yard for main residential structure: 7 feet.

(3) 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.

G. 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 exterior design, use of 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 its written approval therefor. The restrictions of this paragraph shall terminate January 1, 1967.

IN WITNESS WHEREOF, M & H Realty Co., a Nebraska corporation, being the owner of all said real estate, has executed these covenants this 20 day of July, 1962.

M & H REALTY CO.

By: Russell L. Hannibal
President

STATE OF NEBRASKA
COUNTY OF DOUGLAS

ss.

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came RUSSELL L. HANNIBAL, President of M & H Realty Co., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed as such officer

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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.

Richard E. Carter
Notary Public

My Commission Expires:

July 8, 1963

RECEIVED

JUL 20 PM 2 47

LEONARD J. CONNOR
REGISTER OF DEEDS
FOR JUSTICE COUNTY, NEBR.

THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE OF JUSTICE COUNTY, NEBRASKA, ON JULY 20, 1963, AT 2:47 PM. BY LEONARD J. CONNOR, REGISTER OF DEEDS.

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Ridgeview Terrace

Plat and Dedication

Filed 7-18-62 in Book 1155 at Page 730, Instrument No. _____

Grants a perpetual easement in favor of:

Omaha Public Power District, Qwest Communications, Cox Cable
and any cable company granted a cable television franchise system, and/or

No ease

_____ 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.

Any additional info,

**Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants, Protective Covenants or:**

Filed _____, in Book _____ at Page _____, Instrument No. _____

Omaha Public Power District, Qwest Communications, Cox Cable
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 lone 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.

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

Ridgeview Terrace

Plat and Dedication

Filed _____ in Book _____ at Page _____, Instrument No. _____

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Omaha Public Power District, Qwest Communications, Cox Cable
and any cable company granted a cable television franchise system, and/or

*no
easement*

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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 7-20-62, in Book 383 at Page 681, Instrument No. _____

Omaha Public Power District, Qwest Communications, Cox Cable NWBTC
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 ^{*adjoining rear*} ~~abutting~~ the front and the side boundary lines of all lots;

an _____ foot wide strip of land abutting the rear boundary lone 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.

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