

RESTRICTIVE COVENANTS

The undersigned hereby declare 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, 1997:

Lots 9 through 41 in Bloomfield Hills, 2nd Platting, a subdivision in Douglas County, Nebraska.

These covenants shall be automatically renewed and extended for successive periods of ten years each unless and until the then owners of a majority of said lots execute and record an instrument terminating these covenants.

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, or owning any part of Lots 1 through 8 in Bloomfield Hills, a subdivision in said County, 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 residential purposes, and no structure shall be located on any lot except one detached single-family residence and except walks, drives or swimming pools where permitted by these covenants. All residences must include a garage which must be attached to and constructed of the same material as the house and shall contain a minimum area of 400 square feet. No basement garages, car ports or detached garages will be permitted. "Basement garage" is defined as car storage area within the house located below ground level and located on a floor level where no finished living space is provided.

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 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. Dwellings constructed in another addition or location shall not be moved to any lot within this addition. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No boats, boat trailers, trailer homes or trailers of any kind shall be permitted on any lot unless stored in a fully enclosed garage. All yards shall be kept mowed to a height not exceeding 8 inches above ground level.

C. For the purpose of constraining and applying these restrictions, a single lot shall mean a lot as now platted, or parts of two or more adjoining platted lots (the total width of

which at the front lot line shall be not less than said front width of the wider of said lots) or all of one platted lot and part or parts of one or more adjoining lots. Lots cannot be reduced in depth from that originally platted. No building, fencing or other structure shall be erected, constructed, altered, placed or permitted to remain on any lot until the building plans and specifications and lot grading plans have been approved in writing by the undersigned, its successors or assigns. As to Lots 9 through 14 and 26, 33, 34, 35, 36, 37 and 41, such written plan approval must also be secured from Gollehon & Schemmer, Inc., architects and engineers of Omaha, Nebraska (herein called "Architect"). No structure shall exceed two (2) full stories in height at the front elevation (nor exceed 35 feet in height measured from the lowest immediately adjoining grade level to the highest point on the roof). The exterior of all buildings must be wood, natural stone, brick, brick veneer or some combination thereof, but at least 25 per cent of the exposed front elevation above foundation walls of the dwelling (exclusive of door and window openings) shall be brick, brick veneer or natural stone; provided that on Lots 26, 33, 34, 35, 36, 37 and 41 and Lots 9 through 14, said requirement shall be 50 per cent of the front elevation. All structures shall be roofed with wood shingles, wood shakes, slate, tile or black asphaltic shingles not less than 315 pounds per square and all roof lines shall have a minimum pitch or rise of one foot for each three feet of roof line. All chimneys shall be faced with brick or natural stone and the horizontal cross-sectional area of each chimney (where exposed) shall be at least eight square feet. As to lots abutting 102nd Street, no house may face 102nd Street nor may any driveway open onto 102nd Street. The dwellings built upon Lots 11 and 29 shall front upon and face Bloomfield Drive. The dwellings built upon Lots 24, 28 and 38 shall front upon and face the cul-de-sac. Lot 14 shall face Bloomfield Drive. Except for lighting fixtures attached to a dwelling, no rear yard electric light fixtures shall exceed four feet in height above ground level. No front yard light fixture shall exceed eight feet in height above ground level. No vent pipes or exhaust fan outlets shall be placed so as to be visible by a pedestrian standing at the front lot line and facing the front elevation of the dwelling, except where necessary in the use of mansard roof styles. No unpainted aluminum storm doors will be permitted at the front entry on structures erected on Lots 9 through 14 and 26, 33, 34, 35, 36, 37 and 41. No playground equipment or recreational facilities shall be located in front of the rear wall of the residence. All curb cuts shall be made with a smooth cutting cement saw. No walks or drives shall be constructed within five feet of the side line of any building plot. No parking areas or other construction shall be permitted in the street right-of-way area between the street curb and the front lot line, with the exception of a single vehicular driveway approach not exceeding 20 feet in width plus the opening flair for connection with the street and except for a pedestrian sidewalk not in excess of 4 feet in width connecting the street or driveway to the residential structure, and except for public sidewalks as may be required by the ordinances of the City of Omaha; provided, however, that the restrictive provisions of this sentence may be waived in writing by the architect. No circle or "U" pattern driveways shall be permitted without the written consent of the architect. Each property owner shall maintain in growing condition, or plant or replace as and when needed, pin oak trees of not less than 2-inch caliper measured 2 feet above ground level; said trees to be planted within

one (1) foot of either side of all street right-of-way boundaries abutting all lots in the subdivision on 45 to 55 foot centers. On Lots 26, 33, 34, 35, 36, 40 and 41, no garage shall have a door opening on the rear elevation. On Lots 9 through 12 and 41, no garage shall have a door opening on the front elevation and provided further than on Lot 11, no garage shall have a door opening onto either Bloomfield Drive or Everts Circle. All power transformers and other above-grade utility equipment used in connection with utility service to the subdivision shall be screened by plantings on all sides. All outside gas and water meters shall be screened by plantings so as not to be visible from the front or side elevations of any residence. All air-conditioning cooling towers, compressors, and related equipment shall be situated behind the front construction line of the residence, and screened from view by plantings so as not to be visible from the front or side elevations of the structures. All wiring, power and telephone lines (both supply lines and service lines) shall be buried underground, except existing overhead supply lines on or adjacent to the rear lines of Lots 5, 6, 7 and 8 and 16, 17, 19, 20, 21, 22, 23 and 29. Permanent stub power poles to supply underground service lines shall be located as close to overhead supply lines as the electric utility district or company will permit. Notwithstanding the foregoing, temporary overhead power will be permitted for house construction, provided that the overhead service must be removed as soon as permanent power is provided in the house. All exposed foundation walls shall be constructed of or faced with brick or natural stone. No outside incinerator or trash burner or outside burning of trash by any means shall be permitted on any lot. Trash cans or containers shall not be stored outdoors on any lot. No radio antennae or aerial towers of any kind shall be erected or maintained on any lot or on any improvement thereon. No outdoor swimming pool of any kind or size shall be built or maintained on any lots without the written consent of and the written approval of all pool plans by the architect. In no case may outdoor pools be enclosed or covered by any type of structure or enclosure except a water level cover when the pool is not in use. No approved pools shall be used or operated so as to become a nuisance to the neighborhood, and all pools must be fully and adequately fenced as a safety measure. Indoor swimming pools must be entirely enclosed within the dwelling. No driveway shall be constructed of gravel, crushed rock, or any other material except Portland concrete, brick or asphaltic concrete. No fences may be built forward of the rearmost wall of the house, and under no circumstance closer to any adjoining street than the closest point on the residence. No fences in the rear yards of Lots 9 through 12 and 26, 33, 34, 35, 36, 37 and 41 may be built without the written consent of the architect. Fences (where permitted) shall be built of wood, ornamental iron or stone, shall not exceed 42 inches in height, but rear yard fences on Lots 16, 17 and 19 through 23 may be constructed with chain link material. No fence shall be constructed within ten (10) feet of the unplatted parcel of land adjacent to Lot 5, Bloomfield Hills Addition, without the written consent of the then owner (or owners) of said parcel, and then only with strict adherence to the fence covenants pertaining to this development. No owner or occupant of any lot or parcel within said subdivision shall make or sign any oral or written request or petition or approval for the installation of any street lights by Omaha Public Power District, the City of Omaha, any improvement district or any other entity having jurisdiction over street lighting. If any street lighting for said subdivision is proposed, pending or threatened, the owners of all lots and parcels within the subdivision having accepted title thereto, shall become obligated to execute protests or other written objections and make such personal appear-

ances objecting to such street lighting as may be requested by the owner of any property within the subdivision, or by the owner of any property within Lots 1 through 8 of Bloomfield Hills. During the construction of houses on any lots, the contractor or owner shall provide a chemical type enclosed toilet facility for workmen.

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 or conduits (but not above-ground poles or wires) and other electric and telephone utility facilities 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 strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted only 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 such facilities along any of said side lot lines within thirty-six months of date hereof, or if any such facilities are constructed but are thereafter removed without replacement within sixty days after their removal, then this side-line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easementways but 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.

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 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.

F. The following building restrictions for single-family dwelling shall apply to the following lots:

(1) For Lots 9 through 14, and 26, 33, 34, 35, 36, 37 and 41, the following minimums shall be required for finished living areas exclusive of open or closed porches, breezeways, patios, terraces, and garages: 2000 square feet on the ground floor for one-story and one and one-half story houses; 1500 square feet on the ground floor for two-story houses; 2800 square feet throughout the house for other multi-level houses (including bi-level, tri-level, split-level, or split-entry plans) but the foundation walls supporting said finished living areas must enclose an inside ground area of not less than 1750 square feet. Minimum side yard shall be 30 feet for Lots 9, 10, 11, 12, and 41; 20 feet for Lots 13, 14, 26, 34, 35, 36 and 37, and 15 feet for lot 33. On Lots 10 through 14 and 26, 33, 34, 35, 36, 37 and 41 all garages must be attached garages with the floor being on the same approximate level as the main ground floor living space.

(2) For Lots 15, 16, 17, 18, 24, 25, 27, 28, 29, 30, 31, 32, 38, 39 and 40, the following minimums should be required for finished living areas exclusive of open or closed porches, breezeways, patios, terraces, and garages: 1800 square feet on the ground floor for a one-story or one and one-half story house; 1300 square feet on the ground floor for a two-story house; 2600 square feet throughout the house for other multi-level houses (including bi-level, tri-level, split level or split entry plans) but the foundation walls supporting said finished living area must enclose an inside ground area of not less than 1500 square feet. Minimum side yard shall be 10 feet for Lots 15, 16, 17 and 39; 15 feet for Lot 18, 29, 30, 31 and 32; and 20 feet for Lots 24, 25, 27, 28 and 38.

(3) For Lots 19, 20, 21, 22 and 23, the following minimums shall be required for finished living areas exclusive of open or closed porches, breezeways, patios, terraces, and garages: 1600 square feet on the ground floor for a one story or one and one-half story house; 1200 square feet on the ground floor for a two-story house; 2400 square feet throughout the house for other multi-level houses (including bi-level, tri-level, split-level, or split entry plans) but the foundation walls supporting said finished living areas must enclose an inside ground area of not less than 1400 square feet. Minimum side yard shall be 15 feet for Lots 19, 20, 21 and 22 and 10 feet for Lot 23.

(4) The following lot minimums shall apply: Minimum front yard shall be as shown on the recorded plat of said lots. Minimum rear yard for main residential structure shall be 35 feet except that the minimum rear yard shall be 50 feet for Lots 33, 34, 36 and 37. No structure on Lot 37 shall lie within 50 feet of the unplatted parcel lying adjacent to Lot 5.

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

(6) No lot grades shall be substantially altered from the grade initially established as per the approved grading plans provided for in Paragraph C above. In no event shall any change from the approved grade be permitted within the 30 feet Northerly of Lots 8, 7, 6, 5 and the unplatted lot.

G. These Covenants may not be amended without the written consent of all record owners of said real estate first above described and all the record owners of Lots 1 through 8, inclusive, in said Bloomfield Hills.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants, this 31st day of August, 1967.

ATTEST:

Lynn A. Lundstrom
Secretary

LUNDSTROM REALTY CO., INC.

By Adelene Lundstrom
President

Adelene Lundstrom
Adelene Lundstrom

Lynn A. Lundstrom
Lynn A. Lundstrom
Husband and Wife

Robert J. Bryan
Robert J. Bryan

Hilda Bryan
Hilda Bryan
Husband and Wife

William T. Caniglia
William T. Caniglia

Janet M. Caniglia
Janet M. Caniglia
Husband and wife

STATE OF NEBRASKA
] ss.
COUNTY OF DOUGLAS

On this 31st day of August, 1967, before me, the undersigned, a Notary Public in and for said County, personally came Adelene F. Lundstrom, President of Lundstrom Realty Co., Inc., a corporation, 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 her voluntary act and deed 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.

Thomas J. Witzgenburg
Notary Public

My Commission expires the 31st day of March 1972

STATE OF NEBRASKA
] ss.
COUNTY OF DOUGLAS

On this 31st day of August, 1967, before me, the undersigned, a Notary Public in and for said County, personally came Lynn A. Lundstrom, husband and wife, Robert J. Bryan and Hilda Bryan, husband and wife, and William T. Caniglia and Janet M. Caniglia, husband and wife, to me personally known to be the identical persons whose names are affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be their voluntary act and deed.

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

Thomas J. Witzgenburg
Notary Public

4. FILED IN NEBRASKA INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

30 DAY January 1968 AT 10:06 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS