

ROCKBROOK HEIGHTS  
PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, ROCKBROOK HEIGHTS CORPORATION, a Nebraska Corporation, being the owner of the lots in each of Blocks Eleven (11) through Twenty (20), both inclusive, all in Rockbrook Heights, a subdivision of a part of the West One-half ( $W\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Thirty-three (33), Township Fifteen (15) Range Twelve East of the Sixth P.M., Douglas County, Nebraska, does hereby state, declare and publish that all of said lots in said blocks are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, namely:

1. No lots in said subdivision shall be used or occupied for any purpose other than the purposes herein authorized, to-wit:

- (a) No lots in Blocks 11, 12, 17, 18, 19 and 20, and lots 1 through 4, both inclusive, Block 13, shall be used or occupied for any other purpose than single-family dwellings, home occupations, churches, colleges and universities, schools, elementary, junior and high, publicly owned and operated libraries, museums, parks, playgrounds, fire stations, community buildings, non-commercial recreational uses, agricultural (when conducted exclusively for the use of the occupants of the dwelling located on the premises), accessory buildings (as hereinafter limited), and uses customarily incident to any of the above uses when located on the same lot and not involving the conduct of any business.
- (b) All of the lots in Blocks 15 and 16 may be used for any of the purposes permitted in sub-paragraph (a) above, and, in addition, may be used for two-family dwellings, but said lots shall be used or occupied for no other purpose.

- (c) All of the lots in Block 14, and Lots 5 through 8, both inclusive, Block 13, may be used for any of the purposes permitted in sub-paragraphs (a) and (b) hereinabove and, in addition, may be used for three-family or four-family dwellings, but said lots shall be used or occupied for no other purpose.

2. On any lot to be used for residence purposes, no structures shall be erected, altered, placed or permitted to remain other than one detached dwelling together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned.

3. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot, and no parcel of ground less than a whole lot shall be used as a separate building site. The height for single-family dwellings or multiple family dwellings shall not exceed two stories.

4. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

5. No trailer, basement, tent, shack, garage, barn or other outbuildings placed or erected on any lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

6. The main floor of all structures shall contain the following minimum square foot area (exclusive of garages and porches):

- (a) 1,100 square feet in single-family, one story dwellings.
- (b) 700 square feet on single-family, two story dwellings.
- (c) 1,600 square feet for duplexes of one story.
- (d) 1,000 square feet for duplexes of two stories.
- (e) In the case of a threeplex or fourplex, each of the living units shall contain not less than 650 square feet of living area, and shall contain paved off-street parking for a minimum of three cars for a threeplex or four cars for a fourplex.

- (f) In the case of single family dwellings or duplexes a carport or garage sufficient for two cars shall in every case be required.

7. No garage shall be built in the basement of any dwelling unless the floor thereof be at grade level at the entrance thereto.

8. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

- (a) Front yard - forty (40') feet.
- (b) Side Yard - ten (10') feet.
- (c) Rear yard - thirty-five (35') feet.
- (d) Corner lot - in all cases where a corner lot is used for residential purposes, irrespective of which way the dwelling faces, one street-side yard shall comply with the front yard setback requirements, and the other street-side yard shall be not less than one-half of the front yard requirement for residences of lots fronting upon such street, except that where there are no lots fronting upon said street, the side-yard requirements only shall apply, except that if the main entrance of the residence opens upon the lesser street-side yard, such yard shall be not less than one-half of the front yard requirements, one of the remaining yards shall be in conformity with the rear-yard requirements, and the other remaining yard shall be in conformity with the interior side-yard requirement.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

10. A perpetual easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, the Metropolitan Utilities District, Northern Natural Gas, and any sewer or other improvement district lawfully organized or to be organized, which includes this property, the successors, lessees and assigns of each, to construct, maintain, operate, repair and remove any underground sewer, water and gas lines to erect and operate, maintain, repair and renew poles with necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for lights, heat, and power, and for all telephone, telegraph and message purposes, on, above, under or across the five (5') feet adjoining the rear and side boundary lines of each of the above described lots for the use and benefit of the owners and occupants of said lots.

11. The reservations stated in paragraph 9 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of the said lots executed and recorded in the manner provided by law.

13. In addition to the covenants herein contained, each owner and occupant of any of the lots herein described shall observe and obey all valid provisions of any zone ordinance of the city of Omaha and all other laws and regulations which may become applicable to the described property.

14. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in

equity, civil or criminal, 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 for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees, and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots above described.

IN WITNESS WHEREOF, the said Rockbrook Heights Corporation has caused these presents to be executed in its name by its president, attested by its secretary and its corporate seal affixed hereto this 19th day of October, 1955.

ROCKBROOK HEIGHTS CORPORATION,  
A Nebraska Corporation,

By

President

STATE OF NEBRASKA

: ss

COUNTY OF DOUGLAS

On this 19th day of October, 1955, before me, a Notary Public in and for said county, personally came the above named Laurance H. Myers, who is personally known to me to be the identical person whose signature is affixed to the above instrument as president of Rockbrook Heights Corporation, a Nebraska Corporation, and he acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Official Seal on the date last aforesaid.

Notary Public

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