

DECLARATION OF RESTRICTIVE COVENANTS

IN CONSIDERATION of the sum of One Dollar (\$1.00) and of the Federal Housing Administration issuing its commitments to insure mortgage loans and proceeding to insure advances in F.H.A. Project No.103-42020, Frederick Realty Company, and F.H.A. Project No.103-42023, Valley Realty Company, the undersigned William Parkinson, Inc., Frederick Realty Company and Valley Realty Company, all Nebraska corporations, being the owners of the following described property situate in the County of Douglas and State of Nebraska, to wit:

Lots Four (4) and Five (5) of Replot of Block One (1); Lots One (1) and Two (2) of the Replot of the East part of Block Two (2); Lot One (1) of the Replot of the East part of Block Three (3); Lots Thirteen (13) and Fourteen (14) of Block Four (4); Lots Twelve (12) and Thirteen (13) of Block Five (5); Lots One (1) and Two (2) of Block Six (6); Lots One (1), Two (2), Three (3), Four (4) and Five (5) of Block Seven (7); Lots One (1) and Two (2) of Block Eight (8); Lot One (1) of Block Ten (10), and Lot One (1) of Block Eleven (11), all in Green Valleys, an Addition to the City of Omaha as surveyed, platted and recorded,

do hereby state, publish and declare that all of said Lots are and shall be conveyed and shall be owned and held under and subject to the covenants, conditions and restrictions (hereinafter referred to as "covenants") herein set forth, to wit:

These covenants are to run with the land and shall be binding on all parties and persons claiming under them, and on the premises hereinabove described and every part thereof, until January 1, 1984, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the owners of the Lots it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempt-

ing 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 one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

All Lots in the tract shall be known as "residential Lots". No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than buildings used for single family or multiple dwelling purposes, except for auxiliary garages. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected in the tract for residential purposes, nor shall any structure required during construction be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, or be permitted to remain on the property after the completion of construction.

No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

IN WITNESS WHEREOF, the said William Parkinson, Inc., Frederick Realty Company and Valley Realty Company have caused these covenants to be executed and their corporate seals affixed this 14th day of September, 1949.

Attest:

Pearle V. Parkinson
Secretary

WILLIAM PARKINSON, INC.

By [Signature]
President

Attest:
[Signature]
Secretary

FREDERICK REALTY COMPANY

By A. E. Seastrest
President

Attest:
[Signature]
Secretary

VALLEY REALTY COMPANY

By A. E. Seastrest
President

COUNTY OF DOUGLAS

On this 14th day of September, 1949, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named William Parkinson, President, and Pearle W. Parkinson, Secretary of William Parkinson, Inc., who are personally known to me to be the identical persons whose names are affixed to the foregoing covenants as President and Secretary of the corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

WITNESS my hand and official seal at Omaha, in said County, the date aforesaid.

My com. exp.

July 11, 1955

Joseph Sollowin
Notary Public

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STATE OF NEBRASKA

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COUNTY OF DOUGLAS

On this 14th day of September, 1949, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named A. E. Seastedt, President, and William Parkinson, Secretary, of Frederick Realty Company; who are personally known to me to be the identical persons whose names are affixed to the foregoing covenants as President and Secretary of the corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

WITNESS my hand and official seal at Omaha, in said County, the date aforesaid.

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July 11, 1955

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Notary Public

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COUNTY OF DOUGLAS

On this 14th day of September, 1949, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named A. E. Seastedt, President, and William Parkinson, Secretary, of Valley Realty Company; who are personally known to me to be the identical persons whose names are affixed to the foregoing covenants as President and Secretary of the corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said Corporation.

WITNESS my hand and official seal at Omaha, in said County, the date aforesaid.

My com. exp.

July 11, 1955

Joseph Sollowin
Notary Public

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