

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, 1998:

Lots #1 thru #39, all in Mockingbird Hills West, a subdivision in a subdivision in Omaha, Nebraska.

If the present or future owners of any of 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 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 1,3 & 4 may also be used for commercial purposes and structures and that lots #2 thru 12 inclusive, may also be used for multi-family structures or for any other uses permitted by the R-9 zoning of the City of Omaha, Nebraska as now enacted.

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 house constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision.

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 thereon 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 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. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence which shall meet the following specifications: A 1/2 inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building.

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 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. No sidewalks need be built abutting Q or L Street rights-of-way.

F. 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: 900 square feet on the ground floor for a one-story house; 1000 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 garage or carports being permitted). Minimum front yard: 35 feet. Minimum side yard for main residential structures: 7 feet. There shall be a maximum of one 24' driveway from lots #3 & #8 connection to 108th Street. Lots #2 & #9 shall not be allowed a driveway to 108th Street.

(2) There shall be a minimum front yard of 50' on lots #5,6,7 & 12 abutting 107th Street. There shall be a maximum height of any building erected on the east 100 feet of lots #5,6,7 & 12 of 35 feet.

(3) Lots 2 thru 12 inclusive, other than those restrictions mentioned in paragraphs E-1&2 above, the building and use restrictions of the R-9 zoning ordinance of the City of Omaha, Nebraska, as now enacted, shall apply.

(4) 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 the exterior design, use of exterior materials, lot grading and placement of structures on the lot. No signs or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given written approval therefor. The restrictions of this paragraph shall terminate January 1, 1970.

IN WITNESS WHEREOF, the undersigned, being owners of all said real estate, have executed these covenants, this 12th day of May, 1966.

MOCKINGBIRD HILLS, INC.



Ralph Decker Ass't. Secy.

By:

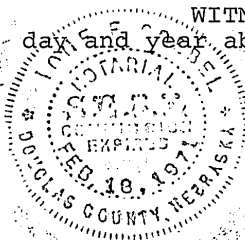
Don Decker

President

STATE OF NEBRASKA)  
) SS  
COUNTY OF DOUGLAS)

On the day and year last written above before me, the undersigned, a notary public in and for said County, personally came Don Decker, President of Mockingbird Hills, Inc., to me personally known to be the President and 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 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 above written.



Ann F. Gabel

Notary Public