

RESTRICTIVE COVENANTS

These covenants contained herein are declared to run with the land and shall be binding upon the present and future owners of all or any part of the following described real estate, until December 31, 2001.

Lots One (1) through Twelve (12) inclusive in COMINE'S REPLAT, located in the South East Quarter (SE4) of Section 2, Township 15 North, Range 12 East of the 6th P.M., as surveyed, platted, and recorded 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, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

1. All lots shall be used only for single family residential purposes; and, only one building for living purposes shall be permitted on one lot. Any building erected on any lot will comply with the following space limits:

- Minimum Lot Area: 11,000 square feet
- Minimum width of lot: 74 feet
- Maximum height of building: 35 feet
- Minimum front yard: 35 feet from easement line
- Minimum rear yard: 35 feet
- Minimum side yard: 6 feet, except that adjacent houses shall be at least 15 feet apart.
- Maximum gross floor area ratio: 0.3
- Maximum ground coverage including accessory buildings: 25%
- Minimum off-street parking, including garage spaces and driveways: four (4) parking spaces per lot
- Minimum finished floor space by configuration:
 - Ranch: 1300 square feet (main level); 300 square feet (lower or basement level)
 - Split-entry: 1200 square feet (main level); 300 square feet (lower level)
 - Tri-level: 1650 square feet (total of main level, lower level, and upper level)
 - Multi-level: 1700 square feet excluding basement level
 - Two-story: 900 square feet (main level); 700 square feet (upper level)

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2. No dwelling shall have garage space for less than two automobiles. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owners expense upon the request or act of any land-owner in the subdivision. All automobiles must be parked either indoors or on hard surfaced slabs or drives if parked out-of-doors. All repair work on automobiles must be done indoors. All boats, campers, or trailers, must be parked or stored indoors so as not to be visible from the outside. The dedicated street right-of-way located between the pavement and the lot line of each residential zoned lot, shall not be used for parking of any private or commercial vehicles or boats, campers, or trailers.

3. In the construction of all dwellings, exposed front foundations shall be stone or brick faced. All roofing shall be of composition or wood shingle construction. Driveways will be of hard surfaced construction.

4. No fences shall be built or erected on any lot except, that 11 gauge wire, or heavier, security fence may be used on any rear or side lot boundary line forming a part of the exterior boundary line for the entire development.

5. No animals other than household pets shall be kept on the property herein described, and they are not to be allowed in the area uncontrolled, either by leash or an approved fenced enclosure.

6. All vacant lots shall be maintained in such a way that their appearance will not be objectionable. In this regard, no dumping shall be allowed in any lot.

7. 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.

8. No posters or advertising signs of any kind except residential "For Sale" signs shall be erected on any building plot.

9. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected; receptacles will be allowed as long as they are not exposed. No outside burning allowed. All fuel tanks must be buried beneath ground level. All weeds and grass shall be kept cut down to a maximum height of 12 inches above ground level. All plots shall be kept free of all types of trash & debris.

10. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage and the storage or parking of cars, trucks, boats, trailers, camping equipment or other machinery shall likewise be prohibited for any period consecutive or accumulated of more than 30 days in any one year.

11. 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, or shall any structure of a temporary character be used as a residence. No structure shall be occupied as a residence until all exterior construction is fully completed.

12. 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 walkway or the unobstructed view at street intersections sufficient for the safety of pedestrians or vehicles.

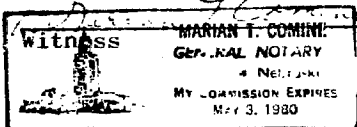
13. If construction of the main residential structure on any lot is not completed within one year of beginning date, then the undersigned shall have the exclusive option for 60 days thereafter to repurchase said lot from the then owner of record for the same price as the undersigned originally sold such lot. Said option may be exercised by written notice mailed to the record owner of the lot at his last known address. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of this option.

14. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation, or requirement for its enforcement.

15. It shall be lawful, not only for the grantors, their successors and assigns, but also for the owner or owners for any lot or lots adjoining or in the neighborhood of the premises hereby granted, who have derived or who shall hereafter derive title from or through the grantors to institute and prosecute any proceedings, at law or in equity against the person or persons violating or threatening to violate these covenants.

Dated this 27 day of Feb., 1978.

Francis A. Cornine
Beulah M. Cornine



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