

PROTECTIVE COVENANTS

These 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 for a period of thirty (30) years from the execution of this instrument:

Lots One (1) through One Hundred Forty-three (143), inclusive, in Greentree, a subdivision 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.

A. All of said lots shall be used only for single-family residential purposes and for accessory structures incidental to residential use, for parks, recreational, church or school purposes. It is understood and agreed that model homes held open for display for customers' inspection by developers or their agents will not in any way be a violation of these covenants. When permitted by city ordinance and zoning regulation, a single lot may be divided and each such division may be considered an individual lot for the purposes of these covenants.

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 outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All plots shall be kept free of all types of trash and debris.

C. 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. No structure shall be occupied as a residence until all interior construction is fully completed according to approved plans. No dwelling constructed in another area or addition may be moved into or permitted to remain on any lot in this subdivision; provided, however, modular housing will be permitted.

D. The finished living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall not be less than 900 square feet. For each single-family dwelling, there must also be erected a single private garage for at least one automobile; provided, however, the maximum garage size shall not be for more than three automobiles. Each such garage shall have a paved driveway. The following lot minimums shall apply:

Minimum area of building plot: 5,000 square feet. Minimum front yard: 35 feet. Minimum side yard for main residential structure: 5 feet. Minimum rear yard: 25 feet, provided that such minimum rear yard for irregular-shaped lots shall be as defined by the zoning regulations of the City of Omaha.

The foregoing restrictive provisions for lot area, side yards, and front yards shall automatically be amended as to any lot for which the City of Omaha, Nebraska, shall determine and permit a lesser area or distance.

E. 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, and poles, with the necessary supports, and sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend their own wires for the carrying and transmission of electric current for light, heat and power 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 said lots; 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 or conduits under said side lot lines within thirty-six (36) months of the date of the execution of this document or if any cables, conduits or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side lot line easement shall automatically terminate and become void as to such unused or abandoned easements. 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 this cost the underground entrance to the residence which shall meet the following specifications: A one-half 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. No permanent building, trees, retaining walls or loose rock walls shall be placed in the said easementways but the 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.

F. Portland concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each built-upon lot and along the front and street side of each built-upon corner lot. The sidewalk shall be placed four (4) 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. In lieu of the installation of said sidewalk, because of weather, an escrow deposited with the mortgagee will be considered acceptable.

G. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else such automobiles may be towed away at the owners expense upon the request or act of any landowner in the subdivision. All automobiles must be parked either indoors or on paved slabs or driveways if parked out-of-doors. Any repair work on automobiles must be done indoors.

H. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose.

I. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned or its agent or agents has given its written approval; except, only "For Sale" signs not exceeding ten (10) square feet in area will be permitted. This restriction as to signs does not apply to signs erected by the undersigned or his agent or agents in the development of the subdivision, or to signs erected by the Grantor of the undersigned as to any lot now or hereafter owned by such Grantor. But this restriction shall apply to signs erected by those to whom such lots are conveyed by said Grantor.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has caused these presents to be duly executed this 25th day of April, 1973.

By: Alfred J. [Signature], Trustee

29-4-73

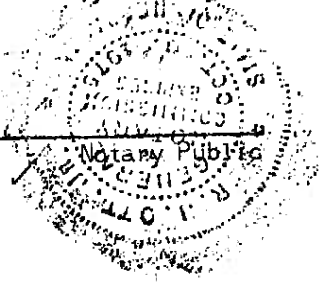
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came \_\_\_\_\_

H. L. [Signature] known to be the identical person whose name is affixed to the above Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed.

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

[Signature]



My Commission expires Oct 1, 1975

29 June

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RECORDS & ACCESS  
DOUGLAS COUNTY, NEBR.

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[Signature]

BY [Signature]  
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COMM. EXPIRES 10/1/75  
Compared Fee 45.76-

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