

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 Hundred Forty-four (144) through Four Hundred Forty-four (444) 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 Ordinances and Zoning Regulations, 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 one automobile. Each such garage shall have a paved driveway.

E. A perpetual license and easement is hereby reserved in favor of and granted to the Omaha Public Power District, and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, cross-arms, down guys and anchors, cables, conduits and other related facilities, and to extend thereon wires, or cables for the carrying and transmission of electric current for light, heat, and power and for the transmission of signals and sounds of all kinds and the reception thereof on, over, through, under and across a five (5) foot wide strip of land adjoining all side boundary lot lines; an eight (8) foot wide strip of land adjoining the rear boundary lines of all interior lots; and a sixteen (16) foot wide strip of land adjoining the rear boundary lines of all exterior lots, provided however, that said side lot easements are granted upon the specific condition that if either of said utility companies fail to utilize said side lot easements within sixty (60) months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within sixty (60) days after their removal, then this side lot easement shall automatically terminate and become void as to such unused or abandoned easement ways. The term exterior lots is herein defined as those

