

PROTECTIVE COVENANTS

1. These Covenants shall run with the land and shall be binding upon all present and future owners of all or any part of the following described real estate until January 1, 1986:

Lots Two (2) to Fifty-five (55), both inclusive, in Heavenly Acres, a subdivision in Douglas County, Nebraska.

2. Violation or threatened or attempted violation of any of these covenants by the present or future owners or users of any of said real estate shall give to and vest in any other owner or owners of any part of said real estate the right to bring and prosecute any and all suits, actions and proceedings at law or in equity to prevent and restrain such violation or threatened or attempted violation, to recover damages therefor, and to seek and recover such other relief and remedies as law or equity allows.

3. Invalidation of any one or more of these covenants by final order of any court of competent jurisdiction shall not affect the validity and enforceability of the other covenants herein contained.

4. Said real estate shall be used only for single-family residential purposes, and no structures of any kind shall be erected, altered, placed or permitted to remain on any part of said real estate, other than one detached single-family dwelling not less than one story nor more than two stories in height, to which must be attached a private garage on the ground floor or basement level providing enclosed space for not less than two nor more than three automobiles (each automobile space to be of a minimum size of 10 feet by 20 feet). Notwithstanding the foregoing, the undersigned reserves the right to sell, convey or dedicate any portion or portions of said real estate for church, school, park, library, museum or other public purposes, and any portions of said real estate so sold, conveyed or dedicated by the undersigned for such purposes shall not be subject to the restrictions herein or hereafter contained. One private horse stables containing not more than 1,500 square feet of floor space may also be erected on each "buildable plot" to the rear of the main residential structure.

5. The minimum building plot size for each single-family dwelling shall be 20,000 square feet of area together with a minimum front plot width of 150 feet at the minimum set-back line; provided that a full lot as originally platted may be built upon, regardless of its width. The undersigned owner specifically reserves the right to convey off the North twenty (N20) feet of Lot Two (2). The depth of platted lots cannot be reduced below the depth as originally platted, except that the undersigned owner reserves the right to retain the South one hundred (S100) feet (or less) of Lots Thirteen (13), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20) and Twenty-one (21) and to convey said lots less said portions thereof. A plot of said minimum area and width is herein specified as a "buildable plot". Except as hereinafter provided, no building shall be erected, located or permitted to remain:

(a) Nearer to the front lot line than 50 feet nor shall the main residential structure be farther from the front lot line than 60 feet.

(b) Nearer than 35 feet to the rear building plot line, except that this provision shall apply only to the main residential structure. Outbuildings and stables shall be located no nearer than 10 feet to the rear plot line.

(c) Nearer than 20 feet to the side lines of any "buildable plot"; provided that on corner lots the minimum side yard abutting the street shall be 50 feet.

In no event shall any "buildable plot" be reduced by subsequent conveyances below the minimums for area, width, side yard, front yard or rear yard as above specified. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha, Nebraska shall be resolution permit a lesser minimum set-back, side yard or rear yard for any "buildable plot", then as to such plot the determination of said Board shall govern and shall supersede the foregoing covenants.

6. The ground floor enclosed living area of each main residential structure (exclusive of open porches, open breezeways, basements and garages) shall be not less than 1,800 square feet for one-story dwellings with attached garage, nor less than 2,200 square feet for one-story dwellings with basement garage, nor less than 1,600 square feet for one and one-half story dwellings with attached garage, nor less than 2,000 square feet for one and one-half story dwellings with basement garage, nor less than 1,400 square feet for two story dwellings with attached garage, nor less than 1,800 square feet for two-story dwellings with basement garage. Exposed foundations above finished grade must be constructed of or faced with brick or stone or Roman Rough block. All driveways must be constructed of concrete, brick or asphalt. All curb cuts must be made with clean-cutting cement saws in such manner that the curb will be left smooth and will not have a patched appearance.

7. No structures of any kind shall be commenced, erected, placed or altered on any "buildable plot" unless and until at least two copies of the plans and specifications therefor and the plot plan showing location and elevations of structures and finish grades have been submitted to and received prior written approval of the undersigned as to conformity and harmony of exterior design, location and grades with then existing structures on other portions of said real estate. One copy of said plans shall be retained by the undersigned. Failure of the undersigned owner to either give written approval or disapproval of a submitted design, within thirty days after submission of plans, specifications and plot plan for any "buildable plot", shall operate to release such plot from the provisions of this paragraph.

8. No fences shall be erected or permitted to remain in front of the minimum building set-back line shown on the recorded plat. Fences may be erected to the rear of said minimum building set-back line, but the maximum height above ground level of any fencing shall be six feet. No hedges, row of bushes or row of trees (except foundation plantings) shall be planted or permitted to remain in front of said minimum building set-back line unless said plantings have received the prior written approval of the undersigned owner, as provided in Paragraph 7 hereof. No outside sign boards or signs of any kind and no outside radio, television, or electronic antenna or aerial shall be erected or placed on any "buildable plot" or upon any structure erected thereon. No outside above-ground or uncovered trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any of said real estate. All fuel tanks must be buried beneath ground level. Septic tank systems shall have a minimum capacity of 1,000 gallons with a minimum of 250 lineal feet of leech lines. No noxious or offensive activity shall be carried on upon any part of said real estate, nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners or occupants of said real estate. No trailer, basement, basement house, tent, shack, 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 animals, livestock or poultry of any kind shall be raised, brought or kept on said real estate, except that dogs, cats or other household pets and riding horses or ponies are permitted, provided they are not kept, bred or maintained for any commercial purpose.

9. Notwithstanding the delivery of deeds subsequent hereto, the undersigned Owner reserves the right and first option to repurchase any "buildable plot" conveyed by the Owner for the same price and terms as originally sold by the Owner to its original grantee, in the event that erection of an approved single-family residence and the required garage is not completed within three years from date of deed from the undersigned Owner to its original grantee. This option to repurchase must be exercised by Owner within three months after the expiration of said time limit for completion of construction, failing which this option shall terminate as to such "buildable plot". The Owner's rights under this repurchase option shall be junior and inferior to any and all subsequent mortgages given for valuable consideration and recorded against such "buildable plot". The Owner shall exercise this option by sending written mailed notice to the grantee within said time limit and by tendering the price in said written notice.

10. Undersigned Owner reserves the right to amend these covenants at any time.

11. A perpetual license and easement is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew 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 and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition.

12. The parkways between the front lot lines and the back of street curbing are reserved for bridle paths. If sidewalks are constructed, they must be constructed a minimum of five (5) feet inside the property line. No trees, poles or other obstructions shall be placed or permitted to remain on said parkways or on the abutting strips of land comprising the front five (5) feet of all said lots in said Addition and the street-side five feet of corner lots.

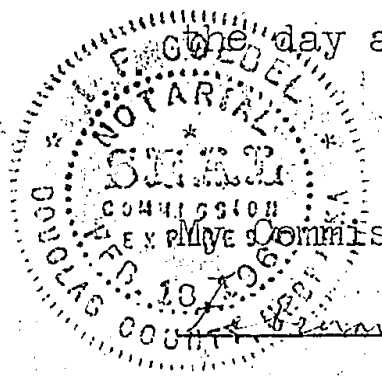
IN WITNESS WHEREOF, Cornhusker Homes Co., being the owner of all of said real estate, has caused these covenants to be duly executed by its President and attested by the Secretary this 1st day of October, 1959.

CORNHUSKER HOMES CO.

Attest: [Signature] Secretary By: [Signature] President

STATE OF NEBRASKA ) On the day and year last above written before  
COUNTY OF DOUGLAS ) ss. me, the undersigned, a Notary Public in and  
for said County, personally came DON DECKER, President of Cornhusker Homes Co., to me personally known to be the President and the identical person whose name is affixed to the above 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 on the day and year last above written.



[Signature]  
Notary Public

My Commission Expires: February 18, 1965