

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, 1935:

Lots Eight (8), Nine (9) and Ten (10); Lots Twelve (12) through Eighteen (18), both inclusive; Lots Twenty (20) through Thirty-One (31), both inclusive; Lots Thirty-three (33) through Sixty-five (65), both inclusive; Lots Sixty-seven (67) through One Hundred Eighteen (118), both inclusive, all in Indian Hills Village, an Addition to the City of Omaha, Douglas County, Nebraska.

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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 and cause of action 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 one and one-half stories in height (as herein defined) to which must be attached a private garage 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). A one and one-half story dwelling is herein defined as "a single-family dwelling structure where the exterior walls of the second floor on at least two sides shall not extend more than four (4) feet above the top of the second floor joists to the inside of the roof rafters at their point of junction with the exterior walls." Notwithstanding the foregoing, the undersigned Indian Hills Company 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 contained.

5. The minimum lot or building plot size for each single-family dwelling shall be 14,000 square feet of area together with a minimum front lot width equal to either of the following: (a) the width of the lot as originally platted if a single lot as originally platted is being used or (b) the width of the wider lot as originally platted if parts of two platted lots are being used. 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 the minimum set-back line, as shown on the recorded plat.

(b) Nearer than 35 feet to the rear lot line.

(c) Nearer than 10 feet to the side lines of any "buildable plot"; provided that on corner lots the minimum side yard abutting the street shall be as shown by the set-back line on the recorded plat.

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 by 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 1200 square feet for one-story dwellings, nor less than 1000 square feet for one and one-half story dwellings. Exposed foundations above finished grade must be constructed of or faced with brick or stone. 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" from date hereof until December 31, 1962 unless and until 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 Leo A. Daly Company (Architects and Engineers - Omaha, Nebraska) as to conformity and harmony of exterior design, location and grades with then existing structures on other portions of said real estate. From and after December 31, 1962 and until the undersigned owner shall either be dissolved or shall file in the office of the Register of Deeds of Douglas County, Nebraska its written release of this provision, said prior written approval of exterior design and location shall be procured from the undersigned owner. Failure of Leo A. Daly Company or the undersigned owner (as the case may be) 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 architects or the 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 part of said real estate. All fuel tanks must be buried beneath ground level. No septic tank systems shall be constructed or used at any time in said addition. No down spouts, storm or surface drainage sewers may be connected to sanitary sewers. 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 are permitted, provided they are not kept, bred or maintained for any commercial purpose. No mail boxes may be erected, other than those attached to the main residential structure.

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 Owner to its original grantee, or on December 31, 1961 (whichever date is later). 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".

10. A permanent 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, over, under and upon the strips of land designated for utility easements on the recorded plat of said addition, provided however that all telephone and electric lines to each building erected on the lots above described must be located underground, and electric service to each such building must provide a minimum of 3-wire service with carrying capacity of 200 amperes. All service lines to street lights when installed shall be located underground and placed within the dedicated right-of-way or within the utility easements as shown on said recorded plat.

IN WITNESS WHEREOF, Indian Hills Company, 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 6th day of November, 1958.

INDIAN HILLS COMPANY

attest: *Charles E. Peterson* Secretary      *Richard W. Walker* President

STATE OF NEBRASKA )  
 ) ss. me, the undersigned, a Notary Public in and  
 COUNTY OF DOUGLAS )  
 For said County, personally came RICHARD W. WALKER, President of Indian Hills Company, 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, the day and year last above written.

*P. Ludwick*  
 Notary Public

My Commission Expires: May 23, 1962



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