

RESTRICTIVE COVENANTS

The undersigned hereby declares that the following 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 until January 1, 1995.

Lots 87 through 352, inclusive, in Westwood Heights 14th Addition, and Lots 353 through 698, inclusive, in Westwood Heights Highland area 13th Addition, being subdivisions 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 hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family residential purposes and for accessory structures incidental to residential use, or for church or school purposes, except that Lots 346 thru 351, 104 thru 127, 603 thru 609, 635, 636, 637; 660 thru 666, 688, 689, 374 thru 383 may also be used for apartments and Lot 352 may also be used for apartments or offices.

B. No residential structure shall be erected or placed on any building plot which has an area of less than 5,000 square feet. No building shall be located on any plot nearer than 35 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than 5 feet to any side line of any building plot.

C. 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.

D. 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.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 748 square feet for a one-story structure nor less than 650 square feet for a one-and-one-half story or taller structure.

F. 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 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, under and upon a five (5) foot strip of land adjoining the rear boundary lines and a four (4) foot strip adjoining the side boundary lines of said lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct conduits or poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any conduits or poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. A perpetual easement is also reserved and granted to Sanitary and Improvement District No. 31 of Douglas County, Nebraska, over a 5-foot wide strip of land adjoining the rear boundary lines and over a 4-foot wide strip adjoining the side boundary lines of said lots for the purpose of laying drain tiles or constructing swales to drain off surface waters. Notwithstanding the foregoing, no sideline easements are reserved over Lots 249 thru 254, 358, 359, 389, 390, 392, 393, 398 thru 401.

G. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. Such sidewalk shall be constructed by the then owner at time of completion of the main residential structure. The sidewalk edge nearest the lot line shall be located one foot outside the lot line or at such other location as the undersigned shall specify in writing.

H. No posters or outdoor signs of any kind may be erected or placed on any part of the above described premises, except only that residential "For Sale" signs not exceeding four square feet in area shall be permitted. This restriction shall not apply to the undersigned or to its initial grantee; either of whom may erect signs in connection with the development and sale of said subdivision.

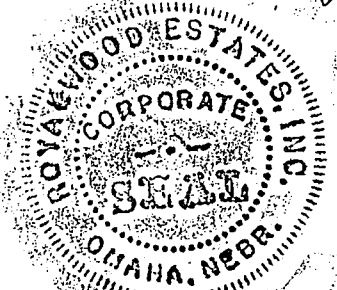
I. Prior to the commencement of construction of any structures on any of said lots, the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 6th day of August, 1962.

ROYALWOOD ESTATES, INC.

By: Stanley C. Silverman
VICE President

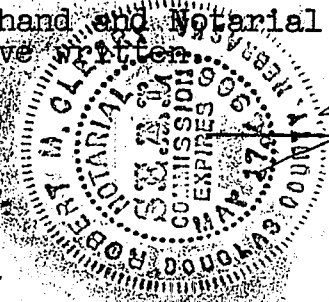
Attest: Theodore M. Seldin
Secretary



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 ~~Stanley C. Silverman~~ ^{Stanley C.} President of Royalwood Estates, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive 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.



Robert M. Clary
Notary Public

My Commission Expires May 17 1966

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RECEIVED

1962 AUG 17 PM 4 13

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
Douglas County
Entered in our index book and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 385 of mead
Page 257

Thomas J. O'Connor
Register of Deeds

by _____
F-67-
REGISTERED
FEE \$17.50

Selden v. Seldens
Box 14479
Omaha Public Station