

PROTECTIVE COVENANTS

The undersigned, ROCKBROOK PARK, INC., a Corporation, JOHN J. MORITZ and MARION J. MORITZ, Husband and Wife, DONALD G. LAMP and MARJORIE M. LAMP, Husband and Wife, and MAYME ANDERSON, Single, being the owners of Rockbrook Park, a Sub-division in Douglas County, Nebraska, located on part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, hereby state, declare and publish that each and all of the lots in Rockbrook Park are and shall be owned, used, and conveyed under and subject to the following covenants, conditions, restrictions and easements, to-wit:

1. All lots in Rockbrook Park shall be known, described and used as single family resident lots. Not more than one structure shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.
2. All dwellings shall be at least forty (40) feet back from the front lot line, twenty (20) feet back from the lot line on any side street and ten (10) feet back from any interior lot line. All dwellings erected on interior lots shall be at least thirty-five (35) feet from the rear lot line. For the purposes of this Covenant, eaves, steps and open porches shall not be considered as a part of a dwelling, provided, however, this shall not be construed to permit any portion of the building including eaves to encroach upon another lot.
3. Each dwelling shall have a ground floor area of not less than 1500 square feet if garage is attached or not less than 1700 square feet if the garage is built under the house, nor less than 1600 square feet of living room and bedroom level space for a split-level dwelling with a two-car attached or built-under garage, nor less than 1200 square feet on the ground floor of a 1 $\frac{1}{2}$ or 2-story dwelling with attached garage. No 1 $\frac{1}{2}$ or 2-story dwelling shall have a garage below the ground level.

The above areas shall be exclusive of porches and garages. No dwelling shall be more than 2-story in height.
4. No dwelling shall have more than a 3-car garage either attached or under ground and no carports will be permitted.
5. All dwellings shall have either a wood shingle roof or a shake roof.
6. No incinerator or trash burner shall be permitted on any lot unless built into or incorporated into the dwelling.
7. No fence shall be built in the front yard beyond the front line of the dwelling.
8. All exposed portions of the foundation and chimney shall be faced with either brick or stone.

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9. Public concrete sidewalks, 4 feet wide and 5 inches thick shall be installed in front of each improved lot and on side streets of improved corner lots. Where the street width is 50 feet the sidewalks are to be located 5 feet inside the street curb.

10. There is reserved and granted a perpetual license in favor of Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors, and other instrumentalities, and underground conduit, cables and service wires, to the extent required for carrying and transmitting of electric current for light, heat, power and for all telephone, telegraph and message service over, upon or under a 5 foot strip adjoining the rear and side boundary lines of each lot. No permanent buildings, structures, trees or rock walls shall be constructed or maintained within the above easement area. Said easement and license is granted for the use and benefit of all present and future owners of the lots in this Subdivision, provided, that if the pole lines are not constructed within thirty-six (36) months from date hereof or if the pole lines are removed and not replaced within sixty (60) days after removal, this license and easement shall terminate.

11. No trailers, basements, tent, shack, garage, barn or other outbuilding erected on any lot shall be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

12. No dwelling constructed on any property other than the lot on which it is located shall be moved to any lot in this Addition and kept therein.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in this Addition except dogs and cats and other household pets which may be kept solely as pets for the occupants and not bred or maintained for commercial purposes.

14. No structure of any kind, including fences, shall be erected, allowed or placed on any lot in this Subdivision until written approval thereof has been obtained from Rockbrook Park, Inc. or its assigns, and all structures shall be designed and used in conformity with existing structures, topography and lot grades and harmonious with said existing structures.

15. No trees, shrubs, hedges or flowers shall be planted or maintained in such proximity of streets or sidewalks as will interfere with the proper use and maintenance thereof or will obstruct the view of the side streets from traffic approaching the intersection.

16. The covenants and restrictions herein contained shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years from date hereof. Each of the covenants herein contained is several and separable from the other covenants and the invalidity of any covenant shall not affect the validity of any other provision of this Agreement.

17. The provisions hereof shall bind and inure to the benefit of the undersigned, its successors, the heirs and assigns and to their grantees both immediate and remote and their heirs, devisees and personal representatives. The enforcement hereof shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any of said covenants, to restrain said violation or recover damages.

Nothing herein contained shall in any way be construed as imposed upon the undersigned for any liability, obligation or requirement for the enforcement of this instrument or any of its provisions.

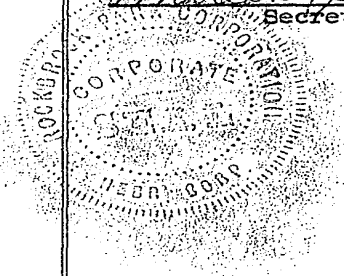
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 19 day of August, 1963.

ROCKBROOK PARK, INC., A Corporation,

ATTEST:

BY: John J. Moritz
President

Marion J. Moritz
Secretary



John J. Moritz
(John J. Moritz)

Marion J. Moritz
(Marion J. Moritz)

Donald G. Lamp
(Donald G. Lamp)

Marjorie M. Lamp
(Marjorie M. Lamp)

Mayme Anderson
(Mayme Anderson)

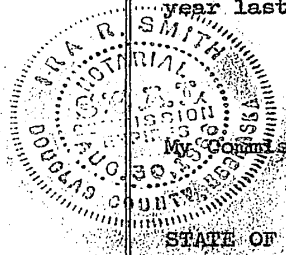
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 19 day of August, 1963, before me, the undersigned, a Notary Public in and for said County, personally came John J. Moritz,

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President of ROCKBROOK PARK, INC., a Corporation, to me personally known to be the President and the identical person whose name is affixed to the above instrument, 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.



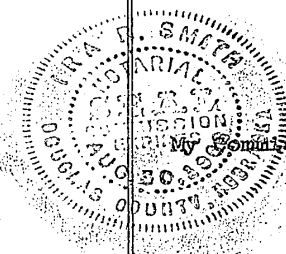
Ira R. Smith
NOTARY PUBLIC

My Commission expires the 30 day of August, 1966.

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

On this 19 day of August, 1963, before me, a Notary Public in and for said County, personally came the above-named JOHN J. MORITZ and MARION J. MORITZ, Husband and Wife, DONALD G. LAMP and MARJORIE M. LAMP, Husband and Wife, and MAYME ANDERSON, Single, who are personally known to me to be the identical persons whose names are affixed to the above instrument and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Ira R. Smith
NOTARY PUBLIC

My Commission expires on the 30 day of August, 1966.

Miss

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THOMAS J. O'CONNOR
CLERK OF DEEDS
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LANE, BAIRD, PEDERSEN & HAGGART
524 OMAHA NATIONAL BANK BUILDING
OMAHA, NEBRASKA
successors to the firm of
WELLS, MARTIN, LANE, BAIRD & PEDERSEN
COCKLE PRINTING COMPANY, LAW BRIEFS, OMAHA