

PROTECTIVE COVENANTS

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 until January 1, 1995:

Lots 1 through 112, in ROYALWOOD ESTATES, 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. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed two-and-one-half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses.

C. No residential structure shall be erected or placed on any building plot which has an area of less than ten thousand (10,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than thirty-five feet to the rear lot line nor nearer than forty feet to the front lot line, nor shall any building (except a detached garage) be located nearer than ten feet to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements and the other street-side yard shall be not less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha shall by resolution permit a lesser set back side yard, rear yard or plot area for any building plot, then as to such plot the determination of said Board shall automatically supersede these Covenants.

D. 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 radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles or incin-

erators shall be erected, placed or permitted on any building plot. All tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure, unless written approval therefor is obtained from the undersigned. 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. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. Prior to commencement of construction of any structures, (including fences) the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned. All exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. All curb cuts must be made with a clean cutting cement saw so that the curb will be left smooth and free of patches.

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

- 1) 1400 square feet for one-story dwellings.
- 2) 1300 square feet for split-level dwellings.
- 3) 1000 square feet for one-and-one-half or two-story dwellings.

(On split-level dwellings, the "ground floor" shall be deemed to include all living areas except such areas as are constructed on top of a living area)

For each single-family dwelling there must also be erected a private garage for not less than two cars (each car stall to be of a minimum size of ten feet by twenty-one feet).

H. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide at the minimum setback line, and as large in area as the largest of said lots as originally platted.

I. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on the front and street side of the following described lots: On Royal Wood Drive side of Lots 15, 36, 37, 38, 39, 64, 65, 66, 67, 87, 88 & 112; on Gold Street or 126th Street side of Lots 98 through 112 inclusive; on Arbor Street side of Lots 77, 78, 79, 80, 85, 86, 87; on Crver Avenue side of Lots 49, 50, 51, 52 & 57 through 64 inclusive; on Martha Street side of Lots 27 through 36 inclusive. Said sidewalks shall be constructed and completed by the then owner at time of completion of the main residential structure and shall be located four feet back of curb line.

J. If construction of the main residential structure on any lot is not completed within five years from date on the face of the original deed from the undersigned, then the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record at his last known address. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage, exercise any of its rights, and foreclose and sell the mortgaged parcel free and clear of this option right.

K. A perpetual license 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; said license being granted for the use and benefit of all present and future owners of lots in said Addition. All such utility lines from the lines on the easement way to any structures on said lots must be located underground, and electric service to the main residential structure must provide a minimum of 3-wire service with carrying capacity of 200 amperes.

L. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 31 of Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have caused these presents to be duly executed this 10th day of February, 1961.

ROYALWOOD ESTATES, INC.

Attest: Thaddeus M. Seldin
Secretary

By: Millard R. Seldin
President

STATE OF NEBRASKA) On the day and year last above written before me,
) ss. the undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) County, personally came MILLARD R. SELDIN, Presi-
dent of Royalwood Estates, Inc. (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above Protective 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.

My Commission Expires: Jan 4, 1962

Stanley C. Selverina
Notary Public