

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 real estate hereinafter described until January 1, 1995.

If said present or future owners, or any of them, or their grantees, heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any part of said real estate hereinafter described 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 one 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.

A. All lots in the addition hereinafter described shall be known and described as residential lots, except such lots or portions thereof as may hereafter be dedicated by the owners thereof for public walks and ways.

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 and a private garage or car port for not more than two cars and attached breezeways or other out-buildings incidental to residential uses.

B. Except as hereinafter provided, no building shall be located on any residential building plot nearer than twenty-five feet to the front lot line, nor shall any building, except a detached garage, be located nearer than seven feet to any side line of any building plot.

C. No residential structure shall be erected or placed on any building plot which has an area of less than Seven Thousand Five Hundred (7,500) square feet or a width of less than thirty-five (35) feet at the front building setback line, and such a plot of said minimum dimensions is herein defined as a "building plot".

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.

E. 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.

F. The ground floor enclosed area of the main structure, exclusive of open porches and garages, shall be not less than Eight Hundred (800) square feet.

G. These Protective Covenants shall hereafter apply to

All of Underwood Park Third Addition (except Lots Eighteen (18) and Nineteen (19) in said Addition), an Addition in Douglas County, Nebraska as surveyed, platted and recorded,

H. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Co. and the Omaha Public Power District, jointly or severally, their successors, lessees 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 the following portions of the following lots:

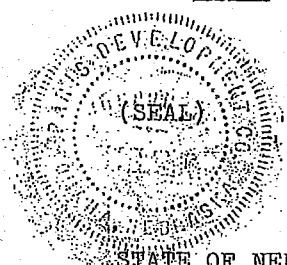
1. As to Lots one (1) to seventeen (17) inclusive, Lot twenty-seven (27), and Lots forty-seven (47) to ninety-two (92) inclusive, said license shall cover the rear and side boundary lines of said lots.
2. As to Lots twenty (20) to twenty-five (25) inclusive and Lots twenty-eight (28) to forty-six (46) inclusive, said license shall cover the side boundary lines of said lots and also that part of said lots which lies to the rear of a line drawn one hundred (100) feet to the rear of and parallel with the front lot lines of said lots.
3. As to Lot twenty-six (26), said license shall cover the side boundary lines of said lot and all that part of said Lot twenty-six (26) lying between Cole Creek on the one side and a 100 foot radius arc drawn with the southwest corner of said Lot Twenty-six (26) as a center point on the other side.

IN WITNESS WHEREOF, Paris Development Co., (a Nebraska corporation), being the owner of all said real estate, has caused these presents to be duly executed by its corporate officers this 19<sup>th</sup> day of February, 1954.

PARIS DEVELOPMENT CO.

By: Don Decker  
President

Attest: H. L. Smith

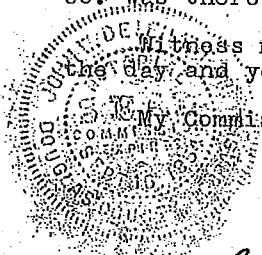


STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF DOUGLAS )

On this 19<sup>th</sup> day of February, 1954, before me, the undersigned, a Notary Public in and for said County, personally came Don Decker, President of the Paris Development Co., to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Paris Development Co., and that the Corporate Seal of the said Paris Development Co. was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the 19<sup>th</sup> day and year last above written.

My Commission expires the 16 day of Sept 1954.



John Whitehurst  
Notary Public