

PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

RECORD REALTY COMPANY, a duly organized and existing Nebraska corporation, owner of Lots 1 through 76, all inclusive in West Keystone Park, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska, hereby state, publish and declare that the lots described herein are and shall be conveyed and shall be owned, occupied and held under and subject to the covenants, restrictions and easements herein set forth.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1985, at which time the said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the real property described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violation; but this instrument shall in nowise be construed as placing any liability or obligation for its enforcement upon the undersigned.

Invalidation of any one of the covenants by judgment or court order shall in nowise effect any of the other provisions, which shall remain in full force and effect.

2. All the lots described herein shall be known and described as residential lots. No structure shall be erected on any building lot other than one detached single-family dwelling, not to exceed two stories in height and a private garage for not more than two cars.

3. The hereinafter set out lots shall be subject to the following minimum square foot requirements:

For Lots 2 to 11 inclusive the minimum number of square feet for a one-story residence shall be 1100; the minimum number of square feet on the main floor for a one and one-half story residence shall be 950; the minimum number of square feet on the main floor for a two-story residence shall be 800; and for a split level residence the outside dimensions shall be 1100 square feet.

For Lots 12 to 76 inclusive the minimum number of square feet for a one-story residence shall be 980; the minimum number of square feet on the main floor for a one and one-half story residence shall be 850; the minimum number of square feet on the main floor for a two-story residence shall be 800; and for a split level residence the outside dimensions shall be 980 square feet. All requirements shown herein are exclusive of porches, garages or carports. All residences constructed on Lots 2 to 76 inclusive shall have a minimum of a one-car garage or carport. Except as above written, use, height, area regulations, and set backs shall at all times conform to the existing Zone Ordinances of the City of Omaha.

4. Plans for the construction of a two-story residence shall be approved by developer prior to construction thereof.

5. No fences shall be erected forward of the front building set back.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building, shall be erected upon or used on any lot any time as a residence, either temporarily or permanently.

7. No dwelling constructed outside West Keystone Park shall be moved onto any of the lots covered by these covenants.

8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

10. Owners of the lots herein described shall keep the weeds thereon cut or same may be cut by the Developer without notice to owner and Developer shall charge the cost thereof to the owners of the lots.

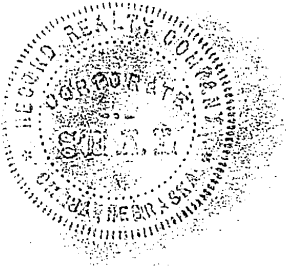
11. The owner of each lot shall be responsible for repairing all cuts made in the street adjoining his lot for installing or repairing water, gas, or sewer lines serving said lot and for damages done to the street by heavy equipment used in connection with said property.

12. Each owner at the time of improving any lots shall construct a public sidewalk built of concrete four inches thick and four feet in width and located five feet from the curb line. The sidewalk shall be along the front of each lot, and in the case of corner lots, also along the side street.

13. The right is hereby reserved to grant a license to Northwestern Bell Telephone Company and Omaha Public Power District, jointly or severally, their successors, lessees and assigns, to erect, operate, maintain, repair and renew underground conduits or poles with the necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities and to extend thereon wires for carrying and transmission of electric current for light, heat and power and for telephone, telegraph and message purposes along and over the rear five feet of said lots, five feet on each side of said lots, for the use and benefit of the owners and occupants of the properties in West Keystone Park. The said reservations and license shall include the right to excavate, trim, or remove trees, shrubs, vegetation or improvements thereon, if necessary.

14. Nothing in these covenants shall restrict the construction and/or sales activities of the owners, or the erection by the owners of temporary buildings and signs on any of the lots described herein prior to the sale of such lot.

Dated at Omaha, Nebraska, this 29<sup>th</sup> day of July, 1963.



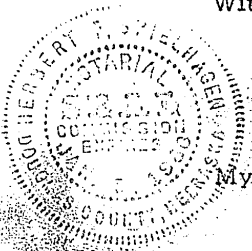
RECORD REALTY COMPANY, a Nebraska corporation

By [Signature]  
President

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came Donald E. Kroeger, President of Record Realty Company, a corporation, known to me to be the President and identical person who signed the foregoing 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 its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on July 29, 1963.



[Signature]  
Notary Public

My Commission Expires: Jan. 5, 1966

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

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Record Realty  
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69-736-754  
2500

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