

RESTRICTIVE COVENANTS

The undersigned hereby declare 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, 1990:

Lots Three Hundred Twelve (312) to Five Hundred Thirty-six (536), both inclusive, all in Westridge, 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.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to single-family use, or for church or school purposes.

B. 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. No building shall be located on any plot nearer than thirty-five feet to the front line of such plot, nor shall any building, except a detached garage, be located nearer than seven feet to any side line of any building plot; provided however that as to any plot or plots for which the Board of Appeals of the City of Omaha, Nebraska shall by resolution permit a lesser area or a lesser front or side yard, then the determination of said Board shall automatically supersede and amend the above covenants as to such plot or plots. On Lots Five Hundred Twenty-seven (527), Five Hundred Twenty-eight (528), Five Hundred Twenty-nine (529), Five Hundred Thirty-five (535), Five Hundred Thirty-six (536), Four Hundred Forty-two (442), Four Hundred Forty-three (443), Four Hundred Forty-four (444), Four Hundred Forty-five (445), Four Hundred Forty-six (446), Four Hundred Eighty-three (483), Four Hundred Eighty-four (484), Four Hundred Eighty-five (485), Four Hundred Eighty-six (486), Five Hundred Thirteen (513), Five Hundred Fourteen (514), Five Hundred Fifteen (515), and Five Hundred Sixteen (516), no building shall be located nearer than sixty-five feet to the front lines of said lots.

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.

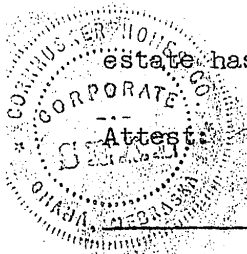
E. The ground floor enclosed area of residential structures, exclusive of open porches and garages, shall be not less than 925 square feet for a one-story structure nor less than 750 square feet for a one-and-one-half story or taller structure.

F. Public concrete sidewalks, four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. The sidewalk edge nearest the lot line shall be one foot outside the lot line. Such sidewalks shall be installed at time of completion of the erection of the main structure upon each lot.

G. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the 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. Said side line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty-(60) days after their removal, then this easement shall automatically terminate and become void as to such unused or abandoned easementways. In addition, the following special perpetual easements for the above purposes are hereby reserved and granted to the above companies over the following strips of land: The rear ten feet of Lots 392 to 429, both inclusive; a ten-foot wide strip, the center line of which is a straight line extending from Southeasterly corner of Lot 22 to the Southwesterly corner of Lot 23; a five-foot strip adjoining the Northerly side lines of Lots 364, 391, 342, 363, 341 and 322; a ten-foot strip, the center line of which is the dividing line between Lots 321 and 630; a ten-foot strip, the center line of which is a straight line between the Northernmost and the Southwesterly corners of Lot 313; a ten-foot strip, the center line of which is a straight line between the Northernmost corner of Lot 472 and the Northeasterly corner of Lot 471; a ten-foot strip, the center line of which is a straight line between the two rear corners of Lot 402; and a ten-foot strip, the center line of which is a straight line between the two rear corners of Lot 417, all in said Westridge Addition.

IN WITNESS WHEREOF, the undersigned owner of all said real estate has executed this instrument this 20th day of May, 1959.

CORNHUSKER HOMES CO.



Attest:

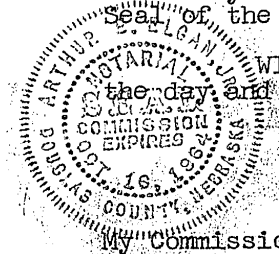
John W. Dellhart  
Secretary

By: Don Decker  
President

STATE OF NEBRASKA }  
                          } ss.  
COUNTY OF DOUGLAS }

On the day and year last above written, before me, the undersigned, a Notary Public in and for said County, personally came DON DECKER, President of Cornhusker Homes Co., 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.



Arthur E. Egan, Jr.  
Notary Public

My Commission Expires:

Oct. 16, 1964