

DECLARATION OF RESTRICTIVE COVENANTS

WHITLOW'S SECOND ADDITION

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS that Lizzie Whitlow, who is the sole owner in fee simple of all real estate hereinafter described, does hereby adopt and impose upon said real estate these covenants, restrictions, limitations and conditions, all of which hereinafter are collectively referred to by the term "covenants" and does hereby state, admit, acknowledge, publish and agree, and declare that said covenants henceforth, during the time that the same remain in effect as hereinafter provided, shall apply to, control and govern, the ownership, incumbency, use and occupancy of each and all of the following described platted lots situated within:

Tax Lot Eight (8), being in the South one-half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Eight (8), Township Fourteen (14), North Range Thirteen (13) East, and from a point commencing 660 feet North of the Southeast corner of the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Eight (8), Township Fourteen (14), North Range Thirteen (13) East, thence West 264 feet, thence South 165 feet, thence East 264 feet and thence North 165 feet to the point of beginning to include the East one (1) acre of the North five (5) acres of the South one-half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Eight (8), Township Fourteen (14), North Range Thirteen (13) East, as surveyed, platted and recorded in Douglas County, Nebraska, consisting of Lots One (1) to Twenty-six (26), inclusive hereinafter known as Whitlow's Second Addition, an addition as surveyed, platted and recorded in Douglas County, Nebraska.

FIRST: These covenants are adopted and imposed as aforementioned in pursuance of a general plan for the development and improvement of each and all of the above described lots, and shall run with the land and inure to the benefit of, and be binding upon, each and every person whosoever who, during the time said covenants remain in effect, may own, hold, encumber, use or occupy said lots, and each of them, or any part thereof, or any interest therein whatsoever. Any person for whose benefit said covenants thus exist may maintain suitable action in his or her name, either at law or in equity, for the enforcement of said covenants, or part thereof, or for the recovery of damages resulting from any violation or breach of said covenants, or part thereof; but the prosecution of any such action shall be wholly optional to such person, and in no event shall be deemed to be obligatory or required of any such person, including the undersigned. Each and all of said covenants are wholly severable and independent of each other, and the invalidation of any one or more of said covenants, or any part thereof, by any judgment, decree or order of any court shall in no event affect the validity or effect or operation of any or all of the remaining covenants, or any part or parts thereof, which nevertheless shall remain in full force, effect and operation.

SECOND: These covenants shall be and remain in effect initially until January 1, 1980, but thereafter shall become and be renewed or extended automatically for successive periods of 10 years each, unless and until said covenants, either in whole or in part, are terminated or changed through written agreement, executed by the then owners of a majority of all lots above described, which agreement shall be recorded in the office of the Register of Deeds; provided, however, that the aggregate period of time, including the aforesaid initial period and all renewal or extension periods aforementioned, in no event shall extend beyond the maximum period of time permitted therefor by law.

THIRD: The term "lot", as the same is used in this instrument, shall be construed to denote any of the following described parcels of land, to-wit: a) a single lot, as the same is originally platted and dedicated in the aforementioned plat; or b) such a single platted lot, together with the contiguous portion or portions of one or more abutting platted lots used therewith; and c) a parcel composed of portions of two or more such platted lots, which portions are contiguous to each other, provided, however, that such parcel's area and dimensions of its front and rear boundary lines shall be, respectively, no less than the area and dimensions of the front and rear boundary lines of either one of the platted lots out of which such parcel is composed; or d) such portion of a single platted lot as may remain and be usable under the zoning ordinances of the City of Omaha, in the event a portion of such platted lot is appropriated or conveyed for public purposes or uses.

FOURTH: Lots 1 to 26 inclusive of Whitlow's Second Addition are hereby designated and described as residential lots and may be used solely for residence purposes. On each residential lot there shall be located no more than a single dwelling for one family, together with such accessory buildings, walks, driveways, fences, facilities or structures as may customarily be appertainant thereto, all as permitted by the zoning ordinances then in effect, so long as the provisions of these covenants are not violated thereby.

FIFTH: Each dwelling shall front upon a street abutting the lot upon which same is located, and shall be of solid, substantial and permanent construction, of such form, design and materials as will be in harmony with the neighborhood and not detract from the value or appearance of adjoining properties, or from the neighborhood as a whole, and which conform to the following minimum requirements, to-wit: a) no dwelling located on any of said residential lots shall exceed $1\frac{1}{2}$ stories or split-level, nor more than 35 feet in height, nor have a ground floor area less than 1,000 square feet, excluding garages and breezeways; b) the area of a lot upon which a dwelling is

located shall be not less than 7,500 square feet in the case of any dwelling; c) no part of a dwelling, other than the cornice of the roof or open porch, shall be located nearer to the boundary lines of the lot upon which same is located than the following respective distances, to-wit: 25 feet from the rear lot line, 35 feet from the front lot line, and 5 feet from either side lot line. As to a corner lot the front lot line shall be considered to be that lot line upon which the dwelling fronts, and the other street line in such event shall be considered a side lot line, and in such case the dwelling must be located no nearer to that side lot line than 17 feet, instead of the aforementioned minimum side yard requirements, although the other aforementioned minimum yard requirements shall be applicable for other lot lines.

SIXTH: No noxious, offensive, nor illegal trade or other activity shall be carried on, nor anything otherwise done in violation of the zoning ordinances of the City of Omaha or other competent authority, and such ordinances or statutes or regulations of competent authority shall at all times be complied with. No lot shall be so used as to constitute a nuisance or annoyance to the adjoining properties, or to the neighborhood as a whole, and the improvements located thereon at all times shall be kept and maintained in neat and good condition and state of repair, so as not to detract from the value or appearance of the neighborhood. No trailer, basement, tent, shack, barn, garage nor other structure shall ever be used upon said lot for commercial or residential purposes, either temporarily or permanently, excepting only the commercial or residential permanent structures hereinbefore specified, which structures must be fully constructed and completed prior to such occupancy. No stable, nor other shelter for live-stock or poultry ever shall be located or maintained upon any lot, nor shall any live-stock or poultry ever be raised, cared for, kept or maintained upon any lot, excepting meat or fowl constituting part of a stock for merchandise of a commercial establishment located upon a commercial lot. No garden nor field crops whatsoever shall be grown between the building or dwelling any any abutting street line, other than flowers, trees, shrubs, bushes, hedges, or other ornamental plants or vegetation, provided, however, that in no event shall any such plants or vegetation aforementioned obstruct the view of street intersections or junctions, nor otherwise constitute a hazard or nuisance to the abutting properties or to the neighborhood, or to either pedestrian or vehicular traffic.

SEVENTH: No fence shall be erected upon or abutting any lot unless the design and plans and specifications therefor previously are approved in writing by the undersigned, Lizzie Whitlow, or by such other person or persons as she or her successors in interest hereafter may designate for the purpose.

EIGHTH: An easement hereby is granted for the joint benefit of Omaha Public Power District and Northwestern Bell Telephone Company, jointly and severally, and their respective successors, lessees and assigns, for the distribution and sale of electric energy and/or telephone or other communication services to the property owners and occupants in the area within which said lots are located, and for such purposes to erect, maintain and operate poles, lines, wires, conductors, and other instrumentalities for such electricity, telephone or other communication services in, along, over, under and across that 5 foot strip of each lot which abuts either the rear lot line or interior side lot line.

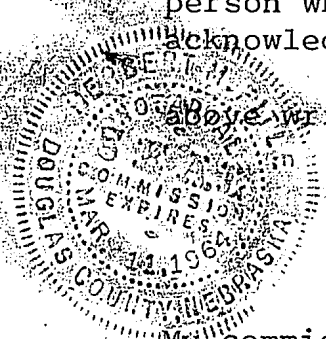
IN WITNESS WHEREOF I have hereunto signed my name this 18th day of September, 1962.

Lizzie Whitlow

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18th day of September, 1962, before me, the undersigned a Notary Public duly commissioned and qualified for in said county, personally came Lizzie Whitlow to be known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

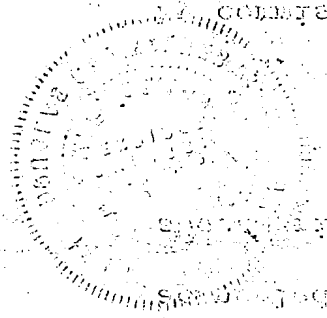
Witness my hand and notarial seal the day and year last above written.



Wichita Fite

NOTARY PUBLIC

My commission expires the 11th day of March, 1967.



Commissioner of Public Safety the ... of ...

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COUNTY OF ...)
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CIVIL OF ...)

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THE STATE OF NEBRASKA }
Douglas County }
Entered in Numerical Index and filed
for record in the office of the Register of
Deeds of said County and recorded in
Book 387 of ...
Page 166

By *[Signature]*
Register of Deeds
Deputy
File # *2316-M-11*
68-888
7-60
895

27
Ward

1962 SEP 24 PM 3 33

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

RECEIVED

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