

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, Charley D. Rosenbery and Almyra Rosenbery, husband and wife, and Etta M. Miller and Burd F. Miller, wife and husband, the said Charley D. Rosenbery being the owner of Lots 1 to 10 both inclusive, Lots 21 to 40 both inclusive, and Lots 45 to 47 both inclusive, of "Wilshire Heights," an addition in Douglas County, Nebraska, as surveyed, platted and recorded, and the said Etta M. Miller being the owner of Lots 11 to 20 both inclusive, and Lots 41 to 44 both inclusive, of said "Wilshire Heights," do hereby state, publish and declare that all lots in said "Wilshire Heights" are and shall be conveyed and shall be owned and held under and subject to the covenants, conditions and restrictions (hereinafter referred to as covenants) herein set forth, to-wit:

1. The original period during which said covenants shall be operative shall begin with the date hereof and shall expire on the 1st day of January, 1966; at the expiration of said original period said covenants shall be automatically extended for successive periods of ten years each, unless prior to the expiration of any period, by a vote of a majority of the then owners of said lots, it shall be agreed to change said covenants in whole or in part.
2. Each of the covenants is in pursuance of a general plan for the development and improvement of said "Wilshire Heights," and each of said covenants shall run with the land, and shall bind the premises herein described and every part thereof, and shall be binding upon every person who shall be the owner thereof during said period, and are and shall be for the benefit of each and every of said lots, and shall be enforceable by any owner of any of said lots.
3. All of said lots and each of them shall be subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, lessees and assigns, to construct and maintain under-ground conduits in, and a joint pole line over and upon, the rear boundary line of said lots.
4. By accepting a deed to any part of said "Wilshire Heights" the grantee shall thereby bind himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all said covenants as fully as though said grantee had joined in this declaration.
5. Said premises shall be used and occupied for residence purposes exclusively.

7. No trailer, basement, excavation, tent, shack, garage, barn or other outbuilding erected, constructed or placed on any part of said premises 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.

8. No building shall be erected, constructed, altered, placed or permitted to remain on any lot in said "Wilshire Heights" until the plans and specifications have been approved, in writing, by the undersigned owner of said lot and shall not be other than one single detached dwelling built thereon, which shall be of wood, stone, brick, cement, stucco or brick veneer construction, and such dwelling shall front to the street upon which said lot abuts, (except as herein-after provided) and no part of such dwelling other than the cornice of the roof shall be nearer to the street line (or lines) of said lot than the building line (or lines) marked upon the plat of said "Wilshire Heights" which was filed in the office of the Register of Deeds of Douglas County, Nebraska, on the 28th day of May, 1941 and recorded in Book 690 at Page 167 of the Records of said Register of Deeds, to which plat reference is hereby made, and no part of such dwelling shall be within twenty-five (25) feet of the side lot line (or lines) of said lot except that an open porch ~~and rear entrance~~ or a terrace may be attached to said building and may project beyond said limitations.

9. The dwellings on lots 1, 11, 21 and 31 shall front north, the dwellings on lots 10, 20 and 30 shall front south, but any of said dwellings may have an additional front on 78th Street; the dwelling on lot 47 shall front east, the dwelling on lot 5 shall front west, but the dwelling upon either of said lots may have an additional frontage on Woolworth Avenue; the dwelling on lot 26 shall front west, but may have an additional front on Shirley Street; but in no event shall any dwelling mentioned in this paragraph be so constructed that its rear entrance shall face to the property fronting in the same direction as the principal front of said dwelling.

10. The cost of such dwellings, exclusive of outbuildings, shall be not less than the following schedule, to-wit:

The dwellings on lots 31 to 37 both inclusive, - - - - -	\$6000.00
The dwellings on lots 27 to 30 both inclusive, - - - - -	6500.00
The dwellings on lots 19 to 22 both inclusive, - - - - -	7000.00
The dwellings on lots 1 to 18 both inclusive, the dwellings on lots 23 to 26 both inclusive, and the dwellings on lots 38 to 47 both inclusive, - - - - -	7500.00

11. Garage and other outbuildings on any lot, if detached from the dwelling must be built of the same material and shall correspond in architecture with the dwelling on said lot, and shall not be built within 100 feet of the street line upon which said lot fronts, nor within 25 feet of the side lot lines; except, however, that where it would be impracticable, because of the shape or dimensions of said lot, to so locate said outbuildings upon said lot, then said outbuildings may be located in such place upon said lot as may be approved, in writing, by the undersigned owner.

12. All dirt from the cellar, basement, or other excavation of any lot shall be removed from said lot and the general slopes of said lot, after the buildings have been erected, shall remain substantially as they are at the date hereof, subject, however, to such modifications as may be approved in writing by the undersigned owner.

13. All foundations above the ground line must be faced completely with brick, stone or some other approved material.

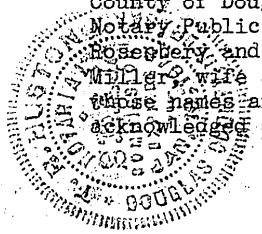
14. For the purpose of construing and applying these covenants, a lot shall mean a lot as now platted, or a parcel composed of parts of two adjoining lots, the total width of which at the front lot line shall not be less than the width at the front lot line of either of the lots comprising such parcel, or a parcel composed of all of one lot as platted and part of parts of one or more adjoining lots.

The term "undersigned owner" shall include the heirs and/or devisees of such owner and those to whom such owner shall grant the powers herein reserved to "undersigned owner."

IN WITNESS WHEREOF the said undersigned have set their hands this 12th day of May, 1941.

Charley W. Rosenbery
Almyra Rosenbery
Etta M. Miller
Burd F. Miller

STATE OF NEBRASKA)
) SS
 County of Douglas) On this 12th day of May, 1941, before me, a Notary Public in and for said County, personally came the above named Charley D. Rosenbery and Almyra Rosenbery, husband and wife, and Etta M. Miller and Burd F. Miller, wife and husband, who are personally known to be to be the identical persons whose names are affixed to the above Declaration of Restrictive Covenants, and they acknowledged said instrument to be their voluntary act and deed.



Witness my hand and Notarial Seal the date last aforesaid.

J.R. Kustan
 Notary Public

My commission expires Jan 19th 1946