

RESTRICTIVE COVENANTS AND EASEMENTS

BOOK 443 PAGE 201

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, 1997.

Lots 1 to 71, both inclusive, all in Yossem's Paradise Valley, 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 hereof, which shall remain in full force and effect.

1. Said Lots 1 to 71, inclusive, (except Lot 30) shall be used only for single family residential purposes and for accessory structures incidental to residential use or for church or school purposes.

2. Said Lot 30 may be used for multiple family apartments and accessory structures and may also be used as a Planned Apartment Project subject to the provisions of the City of Omaha, Nebraska Zoning Ordinance No. 22882, as amended.

3. No residential structure shall be erected or placed on any building plot which has an area of less than 7500 square feet. No building shall be located on any plot nearer than 35 feet to the front line of the building plot, nor shall any building be located nearer than 7 feet to any side line of any building plot, except as permitted by the Zoning Ordinances of the City of Omaha, Nebraska.

4. All single family residential structures must have at least a one-car attached garage or a one-car basement garage.

5. 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.

6. No trailer, basement, tent, shack, garage, barn or other out-building 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.

7. The minimum ground floor area of single family residential structures shall be as follows:

- (a) 1000 square feet for a one story structure exclusive of open porches and garages.
- (b) 1250 square feet for a one story structure with a basement garage (exclusive of open porches).
- (c) 900 square feet for a one and one-half story or taller structure exclusive of open porches and garages.
- (d) 1150 square feet for a one and one-half story or taller structure with a basement garage (exclusive of open porches).

8. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, 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, under and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition.

9. Portland cement concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot, with the outside sidewalk edge to be located five feet back of street curb line. Such sidewalk shall be constructed by the then owner at time of completion of the main structure.

10. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha, Nebraska shall by Resolution permit a lesser minimum set-back, sideyard, or lot area for any building plot, then as to plots the determination of said Board shall govern and shall automatically supersede these Covenants.

IN WITNESS WHEREOF, the undersigned, being the Owners of all said real estate, have executed these Restrictive Covenants and Easements this 7th day of September, 1966.

OWNERS:

A. A. Yossem
A.A. Yossem

Ethel E. Yossem
Ethel E. Yossem

Louis Shrier
Louis Shrier

Patricia Brick
Patricia Brick

Margaret R. Fischer
Margaret R. Fischer

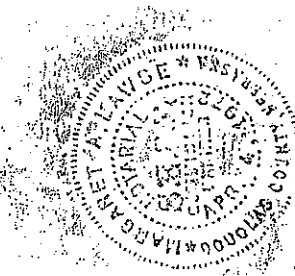
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 7th day of September, 1966, before me, the undersigned, a Notary Public, in and for said County, personally came A.A. Yossem, Ethel E. Yossem, Louis Shrier, Patricia Brick and Margaret R. Fischer, personally known to be the identical persons whose names are affixed to the above restrictive covenants and easements, and they severally acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Margaret R. Fischer
Notary Public

My Commission Expires: April 4, 1972



9.
1 DAY November 19 66 2:06 P M. THOMAS J. O'BRIEN, REGISTER OF DEEDS

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