

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned being the sole owners of the property hereinafter described in order to establish a uniform plan for development do hereby create, adopt, and establish the following restrictions upon the following described properties:

Lots 1, 3, 4, 7 and 8 and the North 600 feet of Lots 5 and 6, in Georgetown a subdivision in Douglas County, Nebraska surveyed, platted, and recorded.

1. No structure of a temporary character, trailer, basement, tent shack, garage, foreign or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
2. 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 that they are not kept, bred, or maintained for any commercial purposes.
3. The title holder of each lot, vacant or improved, shall keep such lot or lots free of weeds and debris.
4. No obnoxious or offensive activities shall be carried on upon any lot or shall anything be done thereof which may be or become an annoyance or a nuisance to the neighborhood.
5. Dwellings constructed in another addition or additions or location shall not be moved to any lot within this addition.

6. All telephone and electrical service lines shall be installed underground.

7. All vehicular traffic from Lots 1, 3, 7 and 8 shall be by way of 140th Street, 141 Street and Arbor Street onto 144th Street or West Center Road and not through Lots 4, 5 or 6 to the areas adjoining on the east and north of Georgetown subdivision.

8. Lot 4 and the North 600 feet of Lot 5 and the North 600 feet of Lot 6 shall be used solely for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on the lots described in this paragraph except single family dwellings not to exceed two and one-half (2 1/2) stories in height together with private garages for such dwellings. Such dwellings shall be located and placed upon such lots with such set-back requirements, side-yard requirements, and rear-yard requirements as are required or permitted under the following zoning and in regard to such lots:

(a) Lot 4--residential fifth district of the zoning ordinances of the City of Omaha as now composed.

(b) The North 600 feet of Lot 5 and the North 600 feet of Lot 6--residential fourth district as such zoning laws are presently composed of the City of Omaha.

Together with the planned-unit development cluster plan as permitted under the existing zoning laws of the City of Omaha.

9. The minimum square footage of dwellings located on Lot 4 and the North 600 feet of Lots 5 and 6 shall be as follows:

(a) As to Lot 4--the ground floor area of the main structure, exclusive of open porches and garages, shall be not more than 1100 square feet for a one-story dwelling nor less than 800 square feet for a dwelling of more than one level.

(b) As to North 600 feet of Lots 5 and 6--the ground floor area of the main structure, exclusive of open porches and garages, shall be not more than 1200 square feet of a one-story dwelling nor less than 800 square feet for a dwelling of more than one level.

10. Lot 8 shall be used for such uses as are permitted under residential ninth district zoning as it presently exists under these zoning laws of the City of Omaha provided, however, that it is expressly provided herein that such lot shall not be used for any structure of any type or nature whatsoever in excess of three stories in height.

11. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1995 at which time said covenants shall then be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

12. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1995 it shall be lawful for any other person or persons owning any other lots in said development or sub-division or adjoining

developments or sub-divisions to prosecute any proceeding at law or inequity against the person or persons violating or attempting to violate any of such covenants or restrictions and either to prevent such violation or to recover damages for such violation.

13. Invalidation of any one 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.

IN WITNESS WHEREOF we adhere and set our hand and seal, this 27<sup>th</sup> day of September, 1971.

REGIS INVESTMENT CO., INC.  
a Nebraska corporation

By

George Goos  
George Goos

Attest:

George W. Kentucky  
Secretary

STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF DOUGLAS        )

On this 27<sup>th</sup> day of September, 1971, before me, a Notary Public duly commissioned and qualified in and for said County, personally came George Goos, President of Regis Investment Co., Inc., to me personally known 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.

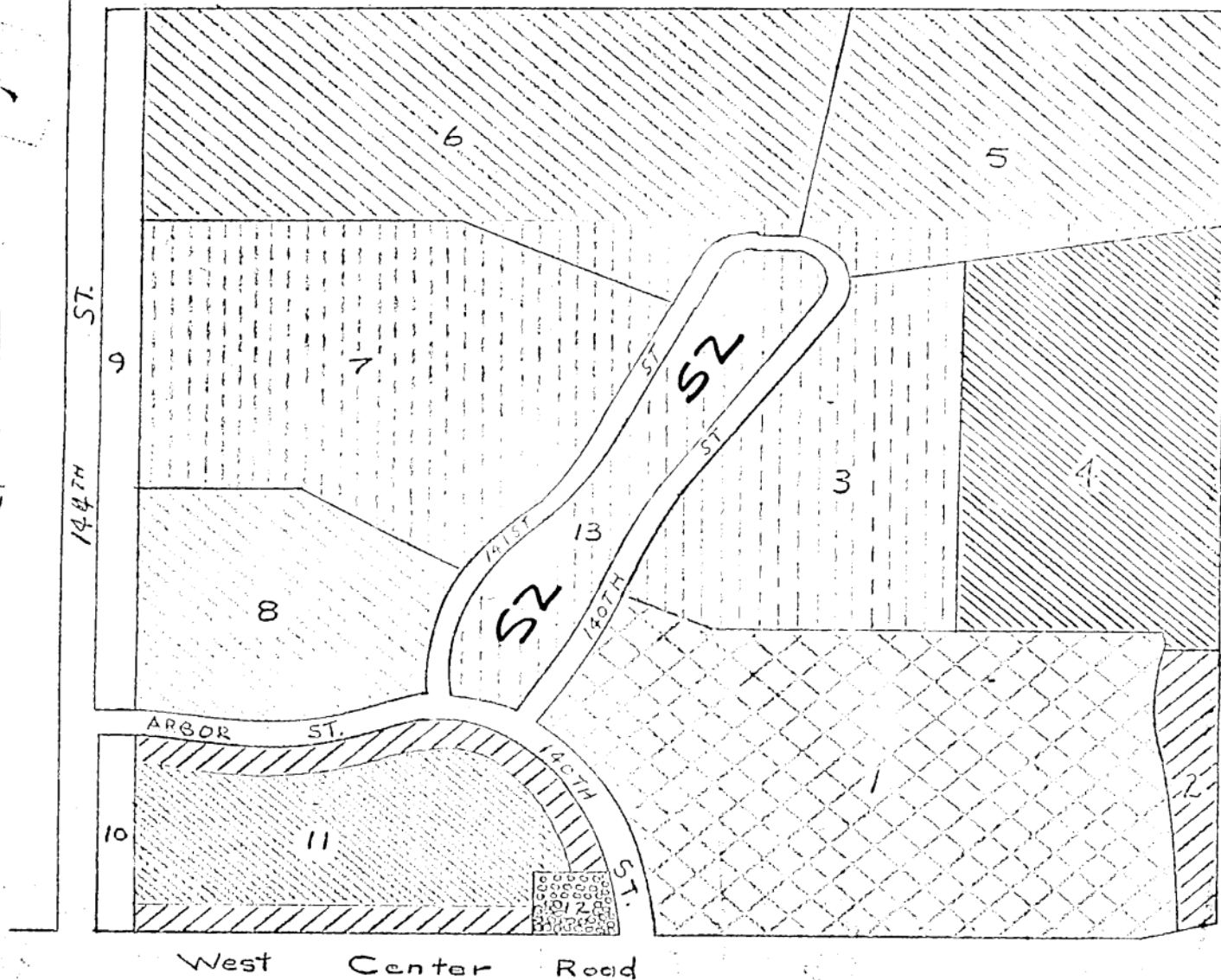
Witness my hand and notarial seal the day and year.  
Just above written.

Lila A. Argonbright  
Notary Public

My commission expires January 30, 1975.

APPLICANT: Regis Investment Company, Request to REZONE from S2 to R4, R5, R7, R8, R9, C4, C5 & P1, August 1971. AREA TO BE REZONED IS SHADED.

# GEORGETOWNE



- |    |    |              |
|----|----|--------------|
| R4 | R8 | P1           |
| R5 | R9 | C4           |
| R7 | C5 | To Remain S2 |

PREPARED BY THE CITY PLANNING DEPARTMENT, OMAHA, NEBRASKA

15.  
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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
DAY OF November 71 12:05 P.M.  
C. HAROLD ÖSTLER, REGISTER OF DEEDS 16-75