

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, 1985.

Lots #2 through 5, inclusive, Block 1, and all of Block 2, through 9 inclusive all in Cornhusker Industrial Park, 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 to prevent him or them from so doing and 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.

A. No building shall be erected or placed on any building plot nearer than thirty (30) feet to any abutting street right-of-way line. The applicable zoning regulations shall govern the height, side yard and rear yard requirements and also the permitted uses of premises.

B. All open storage yards must be enclosed by a 5-foot high or taller chain link fence or other fencing material approved in writing by either one of the undersigned.

C. 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.

D. All material, other than masonry, used for exterior walls of structures in this subdivision, must be finished with some preservative such as paint, varnish, plastic, lacquer or other material or finish approved in writing by either of the undersigned.

E. Except for gable ends, door and window openings, fifty (50) per cent of the front of all buildings facing upon abutting street or streets must be constructed of or faced with masonry or other material approved in writing by either one of the undersigned. Before any construction starts on any plot, the final grading plans for the plot must be submitted to and approved by one of the undersigned parties.

F. No building constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision.

G. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District, Sanitary and Improvement District No. 95 of Douglas County, Nebraska, and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew sewer mains and appurtenances, conduits, 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 boundary lines of said lots in said Addition.

