

RESTRICTIVE COVENANTS

The undersigned hereby declares 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, 1986.

Lots One (1) through Six (6), both inclusive, Block One (1); Lots One (1) through Nine (9), both inclusive, Block Two (2); Lots One (1) through Six (6), both inclusive, Block Three (3); Lots One (1) through Fifteen (15), both inclusive, Block Four (4); Lots One (1) through Nineteen (19), both inclusive, Block Five (5); Lots One (1) through Fourteen (14), both inclusive, Block Six (6); Lots One (1) through Four (4), both inclusive, Block Seven (7); Lots One (1) through Five (5), both inclusive, Block eight (8); Lots One (1) through Seven (7), both inclusive, Block Nine (9); and Lots One through Six (6), both inclusive, Block Ten (10).

All in Meadow Lane 2nd Addition, 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.

A. Said lots shall be used only for single-family residential purposes and for accessory structures incidental to residential use.

B. No building shall be located on any plot nearer than 40 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than 10 feet to any side line of any building plot.

C. 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.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 1,400 square feet for a one-story structure nor less than 1,000 square feet for a one-and-one-half story or taller structure. The main floor of a house with basement garage must contain at least 1,500 square feet of enclosed living space. Each dwelling must have garage space for at least two cars. All foundation walls above grade of front elevation shall be of brick, stone, or brick veneer construction or some combination thereof.

F. 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 and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in Addition; provided however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct poles and wires along any of said side lot lines within thirty-six (36) months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

G. No platted lots may be subdivided in order to provide a buildable area which is smaller than the largest of the originally platted lots before being divided.

H. All fuel tanks on said lots shall be buried. No hedge, wall, steps or other construction, except driveway or sidewalk, shall be placed or maintained forward of the front lot line. Playground equipment and basketball goals shall not be located forward of the front line of dwellings. No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to public view or become a nuisance.

I. The exterior design of all structures and the grading plans must be approved in writing by the undersigned before construction commences.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 27th day of October, 1961.

L & R DEVELOPMENT CO.

By E. A. Ritnour President

Attest: L. A. Lundstrom Secretary



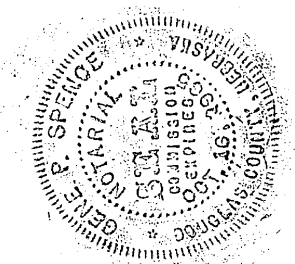
State of Nebraska)
County of Douglas) ss.

On this 27th day of October A.D. 1961, before me, the undersigned, a Notary Public, in and for said County personally came E. A. Ritnour, President, and L. A. Lundstrom, Secretary of L & R Development Co. a Corporation, who are personally known to me to be identical persons whose names are affixed to the within instrument as President and Secretary of the said Corporation, and they acknowledge the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said Corporation and that the Corporate Seal of said Corporation was thereto affixed by its authority.

Witness my hand and official seal the last date aforesaid.

Gene P. Spence
Notary Public.

My commission expires: October 16, 1965



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

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Book 371 of Deeds
Page 519

Thomas J O'Connor
Register of Deeds

BY _____ Deputy
MAIL _____
N 64/819 - 6 P.M. 10/27/61
COUNTY _____ Fee _____