

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, 1995:

Lots 1 through 235, and 238 through 316, both inclusive, in Mockingbird Heights, 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 purposes and for accessory structures incidental to residential use, for park, recreational, church or school purposes; except that Lots 253, 217, 299, 300 and 311 through 316, and Lots 275 and 276 may also be used for multi-family structures.

B. 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.

C. 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.

D. 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, replace and renew buried or underground cables, 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, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said 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 cables, conduits or poles 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 easement-ways. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence which shall meet the following specification: A 1/2 inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building.

E. Portland 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. The sidewalk shall be placed five (5) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof. No sidewalks need be built along the East side of Lots 199, 198, 164, or 165, nor abutting 86th Street.

F. The following building restrictions shall apply to the following lots:

(1) Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 900 square feet on the ground floor for a one-story house; 1000 square feet throughout the house for a bi-level, tri-level, split-level, split-entry, 1½ story or taller house but the foundation walls must enclose an inside ground area of not less than 800 square feet. In addition, each single-family dwelling shall provide covered space for at least one car (detached, attached or basement garages or carports being permitted).

(2) Lots 149 through 216: Minimum area of building plot: 7500 square feet. Minimum front yard: 35 feet. Minimum side yard for main residential structure: 7 feet.

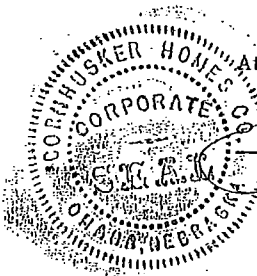
(3) Lots 1 through 148, 218 through 232, 234, 235, 238 through 252, 255 through 274, 277 through 298, 301 through 310: Minimum area of building plot: 6000 square feet. Minimum front yard: 35 feet. Minimum side yard for main residential structure: 5 feet.

(4) Lots 217, 253, 275, 276, 299, 300 and 311 through 316: The building and use restrictions of the R-7 zoning ordinance of the City of Omaha, Nebraska, as now enacted, shall apply.

(5) Notwithstanding the provision of this Paragraph No. F, the restrictive provisions for lot area, side yards, and front yard shall automatically be amended as to any lot for which the Board of Appeals of the City of Omaha shall determine and permit a lesser area or distance.

G. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the undersigned as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor. The restrictions of this paragraph shall terminate January 1, 1966.

IN WITNESS WHEREOF, Cornhusker Homes Co., a Nebraska corporation, being the owner of all said real estate, has executed these Covenants this 12 day of September, 1962.



Attest:

John W. Delehant
Secretary

CORNHUSKER HOMES CO.

By: Don Decker
President

