

5417 OGDEN STREET
OMAHA, NEBRASKA, 68104

J. Z. JIZBA
REGISTERED CIVIL ENGINEER, ARCHITECT

DESIGN, SURVEYS,
SUPERVISION - TEL. 451-6361

NEW HORIZONS ADDITION
Protective covenants

Dated: December, 1964
Recorded:

Jaro Z. Jizba & Lois Jizba, husband and wife (for all lots)
Bryce Crawford III & Catherine C. Crawford, husband and wife (for S60'N300'exc.W1155'=pt. 1/2, B4)
Howard J. Kaslow & Gloria C. Kaslow, husband & wife (for S60'N300'exc.W1155'=part of lot 4, B1&4)
to
whom it may concern

These covenants are to run with the land and shall be binding on all present and future owners of lots in NEW HORIZONS ADDITION, in Douglas County, Nebraska, until December 1, 1984, except that easements in the fifth paragraph shall be perpetual:

1. Sidewalks 4 feet wide shall be constructed in accordance with sidewalk standards and regulations approved by the Omaha City Council in front of all lots on permanently dedicated right-of-way on Nicholas street, on 105th street, and on 107th Avenue by the owner of each lot prior to the time of completion of the main structure on said lot.

2. No dwelling used for residential purposes shall be permitted on any lot of NEW HORIZONS ADDITION having a ground floor area of less than thousand (1000) square feet measured on the outside of the exterior walls. Only half the area of an open garage, attached garage, porch or breezeway may be included in the computation of the 1000 square feet, but in no case shall be given more weight than 200 square feet, of area.

3. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the lot shall at any time be used as a residence, whether on a temporary or permanent basis.

4. Title holder of each lot, vacant or improved shall keep his lot free of weeds and debris.

Perpetual easements:

5A. Standard power pole and telephone easements granted in the dedication of the final plat shall be interpreted to mean: "The undersigned hereby grant to the Omaha Public Power District and Northwestern Bell Telephone Company a perpetual right of way and easement to erect and maintain electric and telephone utilities over, upon, under and through a 5 foot strip of land adjoining the rear and side boundary lines of each lot."

5B. There is a coaxial cable running through this subdivision. This cable is laid in a line parallel to and approximately 54 to 53 feet south of the north lot line of lot 1, Block 1, lots 1, 4, 5, 6, 7, 8, 9, 10 and 11, Block 2, to a point in Lot 12, Block 2, 927 feet east of the section line between Sections 16 and 17, Township 15 North, Range 12 East of the 6th P.M. Then the cable proceeds in a southeasterly direction across lots 12 and 13 of Block 2, Lot 11 of Block 3, Lot 5 of Block 4, to a point approximately 75 feet south of the south boundary line of lot 5, Block 4, and 8.25 feet west of the east boundary of said lot extended. As shown on this plat, this cable runs across a corner of lot 2, Block 1, across a corner of lot 2, Block 2, and within the east 16.5 feet of the south 29 feet of lot 5, Block 4, New Horizons Addition. Northwestern Bell Telephone Company owns a 16.5 foot wide easement over this cable. It is recorded in Book 238, Miscellaneous Records at Page 123. No structure can be erected on this easement. In addition, the Telephone Company has a right under that easement to clear and keep clear all trees, roots, brush, and other obstructions except lawn grass, from the surface and subsurface of said strip.

Title holder of each lot shall comply with all requirements of Northwestern Bell Telephone Company regarding this easement. Due to minor variations in the lay of the cable the above mentioned easement is hereinafter described lot by lot as follows, and the location of that easement on the lots enumerated below shall be limited to those descriptions:

Lot 1, Block 1. The south 16.5 feet of the north 65.5 feet of lot 1, Block 1, including the south 20 feet of the north 65.5 feet of the west 27 feet.

Lot 2, Block 1. Beginning at the northeast corner of said lot 2, Block 1, thence 80.0 feet south 79°12' west along the lot line; thence 83.0 feet north 89°44' east to the east lot line; thence northwesterly along the east lot line 17.0 feet on a 405 feet radius curve to the point of beginning.

Lot 1, Block 2. The south 16.5 feet of the north 65.5 feet of lot 1, Block 2.

Lot 2, Block 2. Beginning at a point on the north lot line located 63.3 feet south 72°50' west from the northeast corner of said lot; thence continuing 60.8 feet south 72°50' west along the lot line; thence 125.3 feet more or less north 89°44' east to a point on the east lot line located 35.4 feet southeasterly from the northeast corner of said lot; thence 17.4 feet north 10°23' west along the east lot line; thence 63.8 feet south 89°44' west to the point of beginning.

Lot 4, Block 2. The south 17 feet of the north 65 feet of lot 4, Block 2.

Lot 5, Block 2. The south 17 feet of the north 65 feet of lot 5, Block 2.

Lot 6, Block 2. The south 17 feet of the north 65 feet of lot 6, Block 2.

Lot 7, Block 2. The south 17 feet of the north 65 feet of lot 7, Block 2.

Lot 8, Block 2. The south 17 feet of the north 65 feet of lot 8, Block 2.

Lot 9, Block 2. The south 17 feet of the north 65 feet of lot 9, Block 2.

Lot 10, Block 2. The south 17 feet of the north 65 feet of lot 10, Block 2.

Lot 11, Block 2. The south 17 feet of the north 65 feet of lot 11, Block 2.

Lot 12, Block 2. Beginning 47 feet south of the northwest corner of lot 12, Block 2 on the west lot line, thence 24 feet north 89°44' east parallel to the north lot line, thence southeasterly 78.1 feet to the east lot line to a point 59.7 feet north of the southeast corner of said lot 12, thence 23.5 feet south along the east lot line, thence 37.8 feet northwesterly to a point 16.8 feet east of and 64 feet south of the northwest corner of said lot 12 measured parallel to the lot lines, thence 16.3 feet west to the west lot line, thence 17 feet north to the point of beginning.

Lot 13, Block 2. Beginning 36.2 feet north of the southwest corner of lot 13, Block 2 on the west lot line, thence 33.5 feet north along said west lot line; thence 36.2 feet southeasterly to the south lot line to a point 62.2 feet east of the southwest corner of said lot 13, thence 24.5 feet west along the south lot line, thence 52.2 feet northwesterly to the west lot line to a point 36.2 feet north of the southwest corner which is the point of beginning.

Lot 11, Block 3. Beginning on the northeast corner of lot 11, Block 3, thence 20 feet west along the north lot line; thence 26.6 feet southeasterly to the east lot line at a point 17.5 feet south of the northeast corner; thence 17.5 feet north to the point of beginning.

Lot 5, Block 4. Beginning on the west lot line 23.3 feet north of the southwest corner of lot 5, Block 4, thence 23.9 feet north along the west lot line; thence 75.1 feet southeasterly to the south lot line at a point 54 feet east of the southwest corner; thence 24.5 feet west along the south lot line; thence 40.9 feet northeasterly to the point of beginning. Also on the east 16.5 feet of the south 29 feet of lot 5, Block 4. All lots above described are in New Horizons, an addition as platted, and surveyed, in Douglas County, Nebraska.

6. Nothing herein contained shall in any way be construed as imposing upon the

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undersigned any liability, obligation or requirement for the enforcement of this instrument or any other of the provisions by the undersigned except by the option of the undersigned.

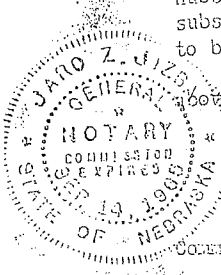
Jaro Z. Jizba
Jaro Z. Jizba
Lois Jizba
Lois Jizba
Bryce Crawford III
Bryce Crawford III
Catherine C. Crawford
Catherine C. Crawford
Howard J. Kaslow
Howard J. Kaslow
Gloria C. Kaslow
Gloria C. Kaslow

STATE OF NEBRASKA)
(ss
COUNTY OF DOUGLAS)

On this 17th day of December, 1964, before me, a Notary Public in and for said county, personally appeared LOIS JIZBA, BRUCE CRAWFORD III & CATHERINE C. CRAWFORD, husband and wife, HOWARD J. KASLOW & GLORIA C. KASLOW, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last

above written.



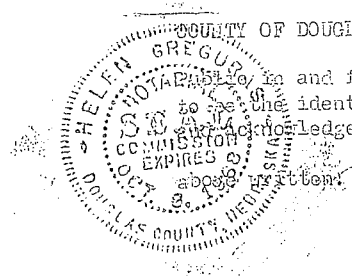
Jaro Z. Jizba
Notary Public

Commission expires the 14th day of September, 1965.

STATE OF NEBRASKA)
(ss
COUNTY OF DOUGLAS)

On this 11th day of December, 1964, before me, a Notary Public in and for said county, personally appeared JARO. Z. JIZBA, to me known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last



Helen Gregura
Notary Public

Commission expires the 8 day of Oct, 1968



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

The STATE of NEBRASKA, ss.
I, Clerk of said County, do hereby certify that

the within and foregoing is a true and correct copy of the original as the same appears in the office of the Register of Deeds of said County and recorded to the

Book 422 of Deeds
Page 434

Thomas J. O'Connor
Register of Deeds

By *[Signature]*
County Clerk

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