

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Metropolitan Development Co., a corporation, organized under the laws of the State of Nebraska, being the owner of, or being the contract purchaser of, the real estate hereinafter described, does hereby make, publish and declare the following restrictive covenants to be binding upon each and every lot and parcel of land hereinafter described, for the term hereinafter specified.

The real estate affected by the following covenants, is described as follows:

All in Lots 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, in Block 3; and Lots 1, 2, 3, 12, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 40, 41, and 42, Block 4, Post's Addition to Benson, now a part of the City of Omaha, Douglas County, Nebraska, and Lots 1, 2, 3, 4, 5, 6, 8, 11, 12 in Block 1, Franklin Place, an Addition in Douglas County, Nebraska;

The above described real estate, and each and every lot thereof, are restricted for residence purposes only. Any building or buildings erected on said lots, or any of them, shall be set back thirty-five feet from the front line of said lots and no building shall be erected nearer than five feet to any side lot line.

Any dwelling erected on said real estate shall have a ground floor area of not less than seven hundred fifty square feet for a one-story dwelling, and shall have a ground floor area of not less than five hundred seventy-five square feet for a story-and-a-half dwelling, a two-story dwelling, or a larger dwelling. Minimum frontage of houses erected on said lots shall not be less than twenty-four feet. Any house erected on said lots must be fully completed on the exterior before occupancy. Said lots shall not be improved with temporary dwellings and said lots shall not be used for trailers, poultry houses, or any out buildings for temporary dwellings, or for garages (except that a one- or two-stall garage is permitted for each house erected on any of said lots. No resident structure shall be moved to any of said lots. Each house erected on said lots shall have one full story above ground erected on foundation with roof thereon before occupancy. No lot shall be subdivided into building sites having less than sixty-five hundred (6,500) feet square of area, or a width of less than fifty (50) feet frontage. No building shall be erected within five feet of the rear of any of said lots, and easement is hereby reserved over the rear of all of said lots to permit access to electric light lines, telephone lines, and other utilities.

The above covenants and restrictions are to run with the land and shall be binding on all parties now or hereafter having any interest in any or all of said lots, and remain in full force and effect until January 1, 1980. Should any party having any interest in any of said lots violate or attempt to violate any of the restrictions or covenants herein set forth, it shall be lawful for any other person owning other lots in the above described real estate to prosecute any proceedings at law, or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing, or to recover dues for such violations.

