

The undersigned Clair M. Wilson and Howard C. Johnson, who as joint tenants with right of survivorship now are the sole owners of all real estate hereinafter described, together with their respective wives, Ethel E. Wilson and Lavon E. Johnson, do hereby adopt and impose upon said real estate these covenants, restrictions, limitations and conditions (all of which hereinafter are collectively referred to by the term "covenants,") and, jointly and severally, do hereby state, admit, acknowledge, publish and agree and declare that said covenants hereinafter, during the time the same remain in effect as hereinafter provided, shall apply to, control and govern, the ownership, encumbering, use and occupancy of each and all of the following described platted lots situated within the Southwest Quarter of the Northwest Quarter (SW¹/₄ NW¹/₄) of Section Thirty-Two (32), in Township Fifteen (15) North, in Range Thirteen (13), East of the Sixth Principal Meridian, in Douglas County, Nebraska, which lots are delineated in the plat and dedication now to be recorded in the office of Register of Deeds of said county, to-wit:

ALL LOTS IN BLOCK TWO (2); and LOTS NINE (9) THROUGH TWENTY-FOUR (24), IN BLOCK THREE (3); and ALL LOTS IN BLOCK FOUR (4); and LOTS EIGHT (8) THROUGH TWENTY-FOUR (24), IN BLOCK FIVE (5); and ALL LOTS IN BLOCK SIX (6); and ALL LOTS IN BLOCK SEVEN (7); and ALL LOTS IN BLOCK EIGHT (8); EACH AND ALL OF THE AFORESAID LOTS AND BLOCKS BEING WITHIN THE SUBDIVISION OF LAND KNOWN AND DESIGNATED AS "ROBIN HILL ADDITION," AN ADDITION, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.

FIRST: These covenants are adopted and imposed as aforementioned in pursuance of a general plan for the development and improvement of each and all of the above described lots, and shall run with the land and inure to the benefit of, and be binding upon, each and every person whatsoever who, during the time said covenants remain in effect, may own, hold, encumber, use or occupy said lots, and each of them, or any part thereof, or any interest therein whatsoever. Any person for whose benefit said covenants thus exist may maintain suitable action in his or her own name, either at law or in equity, for the enforcement of said covenants, or part thereof, or for the recovery of damages resulting from any violation or breach of said covenants, or part thereof; but the prosecution of any such action shall be wholly optional to such person, and in no event shall be deemed to be obligatory or required of any such person, including the undersigned. Each and all of said covenants are wholly severable and independent of each other, and the invalidation of any one or more of said covenants, or any part thereof, by any judgment, decree or order of any court shall in no event affect the validity or effect or operation of any or all of the remaining covenants, or any part or parts thereof, which nevertheless shall remain in full force, effect and operation.

SECOND: These covenants shall be and remain in effect initially until January 1st, 1979, but thereafter shall become and be renewed or extended automatically for successive periods of ten (10) years each, unless and until said covenants, either in whole or in part, are terminated or changed through written agreement executed by the then owners of a majority of all lots above described, which agreement shall be recorded in the office of said Register of Deeds; provided, however, that the aggregate period of time, including the aforesaid initial period and all renewal or extension periods aforementioned, in no event shall extend beyond January 1st, 2019, nor beyond the maximum period of time permitted therefor by law.

THIRD: The term "lot," as the same is used in this instrument, shall be construed to denote any of the following described parcels of land, to-wit: a) a single lot, as the same is originally platted and dedicated in the aforementioned plat; or b) such a single platted lot, together with the contiguous portion or portions of one or more abutting platted lots used therewith; or c) a parcel composed of portions of two or more such platted lots, which portions are contiguous to each other, provided, however, that such parcel's area and dimensions of its front and rear boundary lines shall be, respectively, no less than the area and dimensions of the front and rear boundary lines of either one of the platted lots out of which such parcel is composed; or d) such portion of a single platted lot as may remain and be usable under the zoning ordinances of the City of Omaha, in the event a portion of such platted lot is appropriated or conveyed for public purposes or uses.

FOURTH: Lots One (1), Thirty-Seven (37) and Thirty-Eight (38), all in said Block Eight (8), are designated as "commercial lots," and may be used for such commercial uses, or other purposes, permitted by the then applicable zoning ordinances of the City of Omaha, or other competent authority. All other lots hereinbefore described shall be "residential lots," and may be used solely for residence purposes. On each commercial lot there shall be located no more than a single commercial building, whether occupied by one or more separate business establishments, or a single residence building for either a single family or more than one family, together with such accessory buildings, walks, driveways, fences, facilities or structures as may be customarily appurtenant thereto, all as permitted by said zoning ordinances then in effect, so long as the provisions of these covenants are not violated thereby. On each residential lot there shall be located no more than a single dwelling, whether for one family or more than one family, together with such accessory buildings, walks, driveways, fences, facilities or structures as may customarily appurtenant thereto, all as permitted by the said zoning ordinances then in effect, so long as the provisions of these covenants are not violated thereby.

FIFTH: Each commercial building or dwelling, as the case may be, shall front upon a street abutting the lot upon which same is located, and shall be of solid and substantial and permanent construction, of such form, design and materials as will be in harmony with the neighborhood and not detract from the value or appearance of adjoining properties, or of the neighborhood as a whole, and shall conform to the following minimum requirements, to-wit:

- a) No commercial building shall exceed Three (3) stories, nor more than Forty-Five (45) feet, in height, nor have a ground-floor area less than Six Hundred Fifty (650) square feet; and the minimum side-yard, front-yard and rear-yard and parking-area requirements applicable thereto under the zoning ordinances of the City of Omaha, or other competent authority, then in effect shall be observed.
- b) No dwelling, whether located on a commercial or residential lot, shall exceed Two and One-Half (2½) stories, nor more than Thirty-Five (35) feet, in height, nor have a ground-floor area less than Six Hundred Fifty (650) square feet.
- c) The area of a lot upon which a dwelling is located shall be not less than Five Thousand (5,000) square feet in case of a single-family dwelling, nor less than Six Thousand (6,000) square feet in case of a two-family dwelling, nor less than Three Thousand (3,000) square feet per family in case of dwellings for more than two families.
- d) No part of a dwelling, other than the eave of the roof or open porch, shall be located nearer to the boundary lines of the lot upon which same is located than the following respective distances; to-wit: Thirty-Five (35) feet from the front lot line; Twenty-Five (25) feet from the rear lot line; and Five (5) feet from either side lot line in case of a single-family dwelling, or Seven (7) feet from either side lot line in case of a multiple-family dwelling. As to a corner lot the front lot line shall be considered to be that lot line upon which the dwelling fronts, and the other street line in such event shall be considered a side lot line, and in such case the dwelling must be located no nearer to that side lot line than Seventeen and One-Half (17½) feet, instead of the aforementioned minimum side-yard requirements, although the other aforementioned minimum yard requirements shall be applicable for other lot lines.

SIXTH: No noxious, offensive, nor illegal, trade or other activity shall be carried on, nor anything otherwise done in violation of the zoning ordinances of the City of Omaha or other competent authority, and such ordinances or statutes or regulations of competent authority shall at all times be complied with. No lot shall be so used as to constitute a nuisance or annoyance to the adjoining properties, or to the neighborhood as a whole, and the improvements located thereon at all times shall be kept and maintained in neat and good condition and state of repair, so as not to detract from the value or appearance of the neighborhood. No trailer, basement, tent, shack, barn, garage, nor other structure shall ever be used upon said lot for commercial or residential purposes, either temporarily or permanently, excepting only the commercial or residential permanent structures hereinbefore specified, which structures must be fully constructed and completed prior to such occupancy. No stable, nor other shelter for live-stock or poultry ever shall be located or maintained upon any lot, nor shall any live-stock or poultry ever be raised, cared for, kept or maintained upon any lot, excepting meat or fowl constituting part of a stock of merchandise of a commercial establishment located upon a commercial lot. No garden nor field crops whatsoever shall be grown between the building or dwelling and any abutting street line, other than flowers, trees, shrubs, bushes, hedges, or other ornamental plants or vegetation, provided, however, that in no event shall any such plants or vegetation aforementioned obstruct the view at street intersections or junctions, nor otherwise constitute a hazard or nuisance to the adjoining properties, or to the neighborhood, or to either pedestrian or vehicular traffic.

SEVENTH: No fence shall be erected upon or abutting any lot unless the design and plans and specifications therefor previously are approved in writing by the undersigned Clair M. Wilson and Howard C. Johnson, or by either one of them, or by such other person or persons as they, or either of them, or their successors in interest hereafter may designate for the purpose.

EIGHTH: Some of the lots hereinbefore described now are being included, and hereafter from time to time others of said lots thus may be included, in "Sanitary and Improvement District Number Four of Douglas County, Nebraska," for the purpose of providing said lots and the occupants thereof with a sewer system, watermain and other public utilities or facilities or services permitted to such districts by law, and for the further purpose of contracting for water for fire protection and contracting for electricity for street-lighting for the public streets and highways within such district, and other purposes for which such district may exist under the laws of Nebraska now or hereafter in effect, all in pursuance of Sections 31-727 through 31-762 of the 1951 Cumulative Supplement to the Revised Statutes of Nebraska, 1945, and future amendments thereto. Each of said lots thus included within said district shall be subject to all of the obligations and liabilities provided for by said laws, or other laws of Nebraska relating thereto, and likewise shall be entitled to the benefits provided by such district.

SETH: An easement hereby is granted for the joint benefit of Omaha Public Power District and Northwestern Bell Telephone Company, jointly and severally, and their respective successors, lessees and assigns, for the distribution and sale of electric energy and/or telephone or other communication services to the property owners and occupants in the area within which said lots are located, and for such purposes to erect, maintain and operate poles, lines, wires, conductors, and other instrumentalities for such electricity, telephone or other communication services in, along, over, under and across that five (5)-foot strip of each lot which abuts either the rear lot line or interior side lot line.

IN WITNESS WHEREOF, the said undersigned subscribe their names hereunto at Omaha, Nebraska, on this Eleventh day of May, 1954.

Clair M. Wilson
CLAIR M. WILSON

Howard C. Johnson
HOWARD C. JOHNSON

Ethel E. Wilson
ETHEL E. WILSON

Lavon E. Johnson
LAVON E. JOHNSON

STATE OF NEBRASKA)
 ss.
COUNTY OF DOUGLAS)

On this Eleventh day of May, 1954, before me, a Notary Public in and for said county, personally appeared the above named and described CLAIR M. WILSON and ETHEL E. WILSON (husband and wife), and HOWARD C. JOHNSON and LAVON E. JOHNSON (husband and wife), being to me known to be the identical persons who subscribed the foregoing instrument, and they, jointly and severally, acknowledged that they executed said instrument and that the same is their joint and several voluntary act and deed for the purposes therein expressed.

WITNESS my hand and Notarial Seal in said county on the date last aforementioned.

Robert J. Head
Notary Public.

My Commission expires on the 11th day of May 1957

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ENTERED IN MUNICIPAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
MAY 17 1954 2:58 P.M. THOMAS J. O'DONNOR, REGISTER OF DEEDS 380