

DECLARATION OF PROTECTIVE COVENANTS

Robin Hill Development Co. (a corporation organized and existing under and by virtue of the laws of the State of Nebraska and having its principal office and place of doing business located in Douglas County, Nebraska), now the sole owner of all of the real estate hereinafter described, does hereby adopt and impose upon said real estate these covenants, restrictions, limitations and conditions (all of which for convenience are hereinafter collectively referred to by the term "covenants,") and further does hereby state, admit, acknowledge, publish, declare and agree that said covenants henceforth, during the time the same remain in effect as hereinafter provided, shall apply to, control and govern the ownership, encumbering, use and occupancy of said real estate, or any part thereof, to-wit:

ALL OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION THIRTY-ONE (31); and also ALL OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION THIRTY-TWO (32) LYING WEST OF FORTY-EIGHTH STREET, AS THE SAME NOW EXISTS; ALL OF THE AFORESAID LANDS BEING SITUATED IN TOWNSHIP FIFTEEN (15) NORTH, IN RANGE THIRTEEN (13) EAST OF THE SIXTH P. M., IN DOUGLAS COUNTY, NEBRASKA.

FIRST: These covenants shall be and remain in effect initially until January 1st, 1979, but thereafter shall become and be automatically renewed or extended for successive periods of Ten (10) Years each, unless and until said covenants, either in whole or in part, are terminated, rescinded or changed through written agreement executed by the then owners of a majority of the lots hereinafter referred to, which agreement shall be recorded in the office of Register of Deeds of said county to be effective; 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.

SECOND: All of the aforesaid real estate recently was subdivided and platted into lots and blocks and public thoroughfares by the then owners thereof, Clair M. Wilson and Ethel E. Wilson, husband and wife, and Howard C. Johnson and LaVon E. Johnson, husband and wife, comprising Blocks Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), all in Robin Hill Addition, an addition, as surveyed, platted and recorded in Douglas County, Nebraska. The aforesaid plat and dedication of public thoroughfares was duly executed by said platters and has been duly approved, as required by the laws of Nebraska for such plats and dedications, and is to be recorded immediately hereafter in the office of the Register of Deeds of said county. These covenants are adopted and imposed upon each and all of the said lots in the above numbered blocks in Robin Hill Addition in pursuance of a general plan of development and improvement of each and all of said lots, and shall run with the land and inure to the benefit of, and be binding upon, each and every person whosoever who, during the time said covenants remain in effect as aforementioned, 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 name, either at law or in equity, for the enforcement of said covenants, or any part thereof, or for the recovery of damages resulting from the violation or breach of said covenants, or any 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 upon or required of any such person, including Robin Hill Development Co., or its successors or assigns. Each and all of said covenants are wholly severable and independent of each other, and the invalidation or rescission of any one or more of said covenants, or any part thereof, by any judgment, decree or order of any court or by agreement of the owners of a majority of lots affected hereby in no event shall be deemed to affect the validity, effect or operation of any or all of the remaining covenants, or parts thereof, which nevertheless shall remain in full force, effect and operation.

THIRD: The term "lot," as the same is used in this instrument, shall be construed to denote any one of the following described parcels of land in the said platted addition, to-wit: a) a platted lot, as the same is delineated upon the aforementioned plat and dedication; b) such a single platted lot, together with the contiguous portion or portions of one or more platted lots aforementioned, used with such single platted lot; c) a parcel composed of portions of two or more such platted lots, which portions are contiguous to each other, provided, however, that the area and dimensions of the front and rear boundary lines of such parcel shall be, respectively, not less than the area and dimensions of the front and rear boundary lines of either one of the said 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 by, or conveyed to, said city or other competent authority for public purpose or use.

FOURTH: Each of the lots covered by these covenants shall at all times be used solely for the uses and purposes which may be permitted or allowed for such lot under the Zoning Ordinances of the City of Omaha then in effect and applicable to such lot, whether such

use be for residence, commercial or other purposes permitted by said applicable Zoning Ordinances, provided that such use does not violate any express provision of these covenants.

FIFTH: Each commercial building or dwelling, as the case may be, shall front upon a street or public thoroughfare upon which the lot upon which same is located abuts, and shall be of solid, 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 any adjoining property, or of the neighborhood as a whole, and shall conform to the following minimum requirements, to-wit:

- a) No dwelling, whether located upon a lot zoned as residential or commercial, shall exceed Two and One-Half ($2\frac{1}{2}$) Stories, nor exceed Thirty-Five (35) Feet, in height, nor have a ground-floor area less than Six Hundred Fifty (650) square feet.
- b) The area of a lot upon which such dwelling is located shall not be less than Five Thousand and (5,000) square feet in case of a single-family dwelling, nor be less than Six Thousand (6,000) square feet in case of a two-family dwelling, nor be less than Three Thousand (3,000) square feet per family in case of a dwelling for more than two families.
- c) No part of any dwelling, other than the cornice of the roof or an 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 street line upon which the dwelling fronts, and thereupon the other street line shall be considered the side lot line. In case of a corner lot a dwelling shall be located not closer than Seventeen and One-Half ($17\frac{1}{2}$) feet from the side lot line abutting upon such side street, instead of the aforesaid distances prescribed for side lot lines, but otherwise all of the aforementioned minimum requirements shall be applicable to such corner lot.
- d) 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, if such commercial building is located upon any commercial lot aforementioned the minimum front-yard, rear-yard, side-yard, area and parking-area requirements applicable thereto under said pertinent Zoning Ordinances of the City of Omaha then in effect shall be observed.

SIXTH: No noxious, offensive, nor illegal trade, or activity shall be carried on, nor anything otherwise done upon any lot in violation of the zoning ordinances of the City of Omaha, or other pertinent ordinances, statutes or regulations promulgated pursuant thereto by competent authority, and said ordinances, statutes and regulations shall at all times be complied with strictly. No lot shall be so used as to constitute a nuisance or annoyance to any adjoining property, or to the neighborhood as a whole, and the improvements located thereon shall at all times be kept and maintained in neat and good condition and state of repair, so as not to detract from the value or appearance of such adjoining property, or of the neighborhood. No trailer, basement, tent, shack, barn, garage, nor other structure shall ever be used for residence or commercial purposes, either temporarily or permanently, excepting such permanent structures as are hereinbefore specified in paragraph Fifth of these covenants, which permanent structures must be completely constructed prior to occupancy thereof. 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 only processed meat or fowl constituting part of the stock of merchandise of a commercial establishment existing upon such lot. No garden nor field crops whatsoever shall be grown between the dwelling or building 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 aforementioned plants or vegetation obstruct the view at any street intersection or junction, nor otherwise constitute a hazard or nuisance to any abutting property, or to the neighborhood as a whole, or to either pedestrian or vehicular traffic.

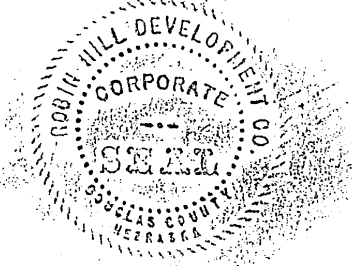
SEVENTH: No fence shall be erected upon, or abut upon, any lot unless and until the plans and specifications therefor previously are approved in writing by Robin Hill Development Co., or its successors, or such person or persons whom said corporation, or its successors, may designate for that purpose.

EIGHTH: Some of the lots hereinbefore described or referred to heretofore have been included, and hereafter from time to time others of said lots may likewise be included, within the corporate limits or boundaries of "Sanitary and Improvement District Number Four of Douglas County, Nebraska," a public corporation organized and existing under the laws of Nebraska for the purpose of providing said lots and the occupants thereof with a sewer system, watermains and other public utilities or facilities or services permitted to such districts by said laws, all as provided for by Sections 31-727 through 31-762 of the Reissue Revised Statutes of Nebraska, 1943, as amended or as hereafter further amended. Each lot thus included within the boundaries of said district, from time

to time, shall be entitled to all of the benefits for which such district exists, and likewise shall be subject to all of the obligations and liabilities of properties included within said district, all as provided for by law.

NINTH: 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 said 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 of such lot.

IN WITNESS WHEREOF said Robin Hill Development Co., a corporation, causes this instrument to be executed in its name and behalf by its President, and causes its corporate seal hereunto to be affixed, all in pursuance of express authority of its board of directors, at Omaha, Nebraska, on this Seventh day of September, 1955.



ROBIN HILL DEVELOPMENT CO., a corporation,

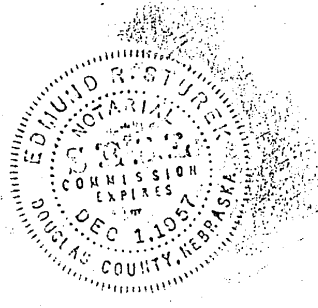
BY Clair M. Wilson
Clair M. Wilson, President.

ATTEST: Howard C. Johnson
Howard C. Johnson, Secretary.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

ss.

On this Seventh day of September, 1955, before me, a Notary Public in and for said county, personally appeared CLAIR M. WILSON, who is to me personally known to be the President of ROBIN HILL DEVELOPMENT CO., and also personally appeared HOWARD C. JOHNSON, who is to me personally known to be the Secretary of said ROBIN HILL DEVELOPMENT CO., they being to me personally known to be the identical persons who, as such officers, respectively, subscribed and affixed the corporate seal of said corporation to the foregoing Declaration of Protective Covenants, and they, jointly and severally, acknowledged the execution of said instrument to be the voluntary act and deed of said ROBIN HILL DEVELOPMENT CO. (a corporation organized and existing under and by virtue of the laws of Nebraska, having its principal office and place of business in Douglas County, Nebraska), and that the corporate seal of said corporation was thereunto duly affixed, all done by express authority of said corporation's board of directors.



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

Edmund R. Sturck
Notary Public.
My commission expires Dec. 1, 1957.

19. 56.00
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
7 DAY Sept 1955 AT 3:45 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.