

The undersigned hereby declare 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 One (1) through Eight (8), both inclusive, Lots Eleven (11) through Seventeen (17), both inclusive and Lot Twenty (20), all in Vernon Gardens, a Replat of Cone & Johnson's Subdivision, an Addition to the City of Omaha, Douglas County, Nebraska.

All of Blocks One (1) through Four (4), both inclusive, in Valley 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 residential purposes and for accessory structures incidental to residential use, or for church or school purposes.

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, nor shall any structure built and constructed on a site or location other than said real estate be moved onto any of said lots to 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 and renew 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 and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said 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 poles and wires 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 easementways.

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, with the outside sidewalk edge to be located five feet back of street curb line. Such sidewalk shall be constructed by the then owner at time of completion of the main residential structure.

F. No animals or poultry of any kind shall be raised or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not raised or kept for any commercial purpose.

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

1. In no event may any single family residential lot be reduced below its area and width as originally platted, unless parts of two or more lots are combined to make one building plot, in which event the resulting building plot must have an area and width at least as large as the original platted area and width of the largest lot included to make up said building plot.

2. All exterior construction of all structures to be occupied as a residence shall be completed within nine (9) months from the date of commencement of excavation of the basement, or in the event that there is no basement, within nine (9) months from commencement of construction of the structure.

3. With respect to Lots One (1), Two (2), Seven (7) and Eight (8), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), all in said Vernon Gardens, the ground floor area of the residential structure, exclusive of open porches and garages, shall be not less than 1,200 square feet for a one-story structure, nor less than 900 square feet for a one and half story or taller structure. No building shall be located on any such lot or building plot nearer than 40 feet to the front line of the building plot, nor shall any building be located nearer than 10 feet to any side line of any building plot.

4. With respect to Lots Eleven (11), Twelve (12), Seventeen (17) and Twenty (20), all in said Vernon Gardens, an Addition, and with respect to Lots One (1) to Sixteen (16), both inclusive, Block One (1), Lots One (1) to Five (5), both inclusive, Block Two (2), Lots One (1) to Ten (10), both inclusive, Block Three (3), and Lots One (1) to Four (4), both inclusive, Block Four (4), all in said Valley Heights, a subdivision, the ground floor area of the residential structure, exclusive of open porches and garages, shall be not less than 1,000 square feet for a one story structure, nor less than 750 square feet for a one and one-half story or taller structure; no building shall be located on any such lot or building plot nearer than 35 feet to the front line of the building plot, nor shall any building be located nearer than 7 feet to any side line of any building plot.

5. Any garage or carport erected in connection with any dwelling house located on any of said above described lots shall be attached to the dwelling house and shall be considered to be a part of the dwelling

house for the purpose of determining the necessary depth or width of the front yard, rear yard or side yards.

6. All dwelling houses to be constructed on said above described lots shall be equipped with garbage disposal units of the grinding type which are connected to the plumbing and installed in the kitchen sink.

7. Notwithstanding the provisions of this Paragraph No. G, as to any lot or lots for which the Board of Appeals of the City of Omaha, Nebraska shall by resolution permit a lesser lot area or a lesser front or side yard, then the determination of said Board shall automatically supersede and amend the above covenants as to such lot or lots.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 6 day of April, 1963.

NORTH OMAHA CHURCH OF CHRIST,
a corporation

By: William C. Haselwood, Donald H. Kruse
President and Trustee Donald H. Kruse
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Attest: Laverne Haselwood, Sally Jane Kruse
Secretary and Trustee Sally Jane Kruse

Ernest W. Crow
Trustee

James O. Grimes
Trustee

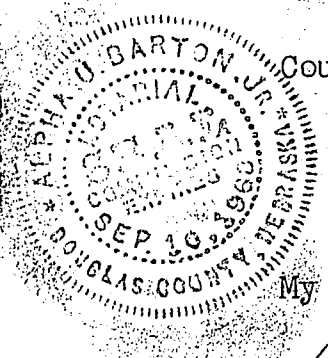
Trustee

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came William C. Haselwood, President and Trustee, Laverne Haselwood, Secretary and Trustee, Ernest W. Crow & James O. Grimes, Trustees of NORTH OMAHA CHURCH OF CHRIST, to me personally known to be the President, Secretary and Board of Trustees respectively, and the identical persons whose names are affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be their voluntary act and deed as such officers and Trustees and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Alpha U. Barton Jr.
Notary Public



My Commission Expires:
September 10, 1968

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

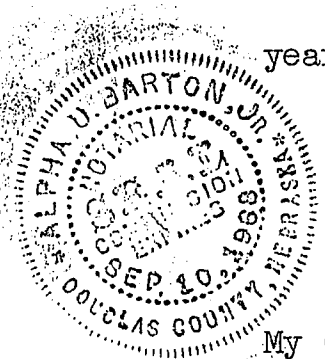
On the day and year last above written, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county, personally came DONALD H. KRUSE and SALLY JANE KRUSE, husband and wife, to me known to be the identical persons whose names are affixed to the above Restrictive Covenants 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.

Alpha E. Barton, Jr.
Notary Public

My Commission Expires:

September 10, 1968



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Misc

RECEIVED

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THE STATE OF NEBRASKA
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
REGISTER OF DEEDS

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misc

Donald H. Kruse

Donald H. Kruse

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