

RESTRICTIVE COVENANTS

The undersigned hereby declares 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, 1993.

Lots 1 through 427, both inclusive, all in Westchester of Millard, 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 doing so 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 effect 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, except that the following lots may be used for multiple family dwellings : Lots #181 through #194.

B. No residential structure shall be erected or placed on any building plot which has an area of less than 7,000 square feet. No building shall be located on any plot nearer than 35 feet to the front line of the building plot, nor shall any building, except a detached garage, be located nearer than 6 feet to any side line of any building plot, nor nearer than 25 feet to the rear line of any building plot. If a detached garage is constructed on the rear 30% of the building plot, it shall be located no nearer than 2 feet to any side line of the building plot. On corner lots one street-side yard shall be no less than 35 feet and the other street-side yard shall be no less than 17½ feet. If a detached garage is constructed on the front 70% of a building plot, it shall be located no nearer than 6 feet to any side line of any building plot. Detached garages on corner lots cannot be located in front of the main residential structure nor can they be located closer than 6 feet to the side yard line. Multiple family dwelling construction shall comply with 3rd Residence zoning of Millard, Nebraska.

C. 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. No animals, poultry or livestock shall be permitted on any lot, except that dogs, cats and other household pets will be permitted for no commercial purposes.

D. No trailer, basement, tent, shack, garage, barn or other out-building 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. No dwelling constructed in another addition or location can be moved onto any lot in this addition.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 900 square feet for a one-story structure nor less than 900 square feet for a one-and-one-half story or taller structure.

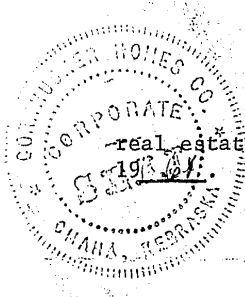
F. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and 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 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 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.

G. 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.

H. If any lots, upon which multiple family dwellings are permitted pursuant to Paragraph A, are actually improved with single-family dwellings, then the specified restrictions contained in Paragraph B and E above shall apply.

I. All restrictions contained herein covering lot area, front and side yards may be waived and superseded by resolution or ordinance of the Village of Millard, Nebraska.



IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these covenants this 17th day of February 1965.

CORNHUSKER HOMES CO.

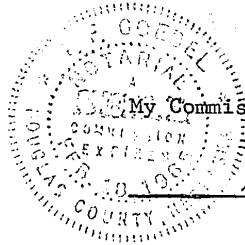
Attest: John W. Decker Secretary By: Don Decker President

STATE OF NEBRASKA )
)ss:
COUNTY OF DOUGLAS )

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came Don Decker, President of Cornhusker Homes Co., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants and acknowledged the execution thereof to be his voluntary act and deed as such officer 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.

S. F. Gural
Notary Public



My Commission Expires: February 18, 1965