

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, 1992.

Lots 3 through 12, inclusive, Block 30; Lots 1 through 16, inclusive, Lots 23 through 34, inclusive, Block 27; Lots 1 through 16, inclusive, and Lots 21 through 33, inclusive, Block 28; Lots 1 through 13, inclusive, Block 29, in Westwood 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, or for duplex purposes (except Lots 16 and 23, Block 27, and Lot 16, Block 28 may not be used for duplex purposes).

B. No residential structure shall be erected or placed on any building plot which has an area of less than 5,000 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 5 feet to any side line of any building plot.

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.

D. 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.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 748 square feet for a one-story structure nor less than 650 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 boundary lines and a four (4) foot strip adjoining the 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. A perpetual easement is also reserved and granted to Sanitary and Improvement District No. 31 of Douglas County, Nebraska, over a 5-foot wide strip of land adjoining the rear and side boundary lines of said lots for the purpose of laying drain tiles or constructing swales to drain off surface waters.

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. Such sidewalk shall be constructed by the then owner at time of completion of the main residential structure. The sidewalk edge nearest the lot line shall be located one foot outside the lot line or at such other location as the undersigned shall specify in writing.

H. No posters or outdoor signs of any kind may be erected or placed on any part of above described premises, except only that residential "For Sale" signs not exceeding four square feet in area shall be permitted. This restriction shall not apply to the undersigned or to his initial grantee; either of whom may erect signs in connection with the development and sale of said subdivision.

I. Prior to the commencement of construction of any structures on any of said lots, the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned or by the undersigned's initial grantee.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 31st day of October, 1960.

Millard R. Seldin
Millard R. Seldin, Single

STATE OF NEBRASKA)
) ss. On the day and year last above written before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came MILLARD R. SELDIN, a single man, to me known to be the identical person whose name is subscribed to the foregoing Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission Expires:

June 4, 1964

