

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, 2000:

Lots 1 through 169, both inclusive, in Wycliffe, 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 purposes and for accessory structures incidental to residential use or for public park, non-profit recreational, church or school purposes; except that Lots 1, 2, and 70 may also be used for multi-family structures, row houses, or any other use permitted by the zoning ordinances applicable now or hereafter to the said three lots (or any duly granted waivers or exceptions to said ordinances).

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

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. No residence built in any other subdivision or area shall be permitted to be moved onto any lot in this addition.

D. A perpetual license and easement is 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, replace and renew buried or underground cables, conduits, 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, under, through and upon the strips of land as indicated on the recorded plat of said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

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. The sidewalk shall be placed five (5) feet back of street curb line and shall be constructed before occupancy or use thereof.

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

(1) Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 1200 square feet on the ground floor for a one-story house or one-and-one-half story house if an attached garage plan (1300 square feet being required if a basement or detached garage plan); 1800 square feet above basement level for a two-story house; 1300 square feet throughout the house for a tri-level house and the foundation walls (including that of the garage) must enclose an inside ground area of not less than 1300 square feet; 1300 square feet above the foundation level for a bi-level, raised ranch, or split entry. In addition, each single-family dwelling shall provide covered space for at least two cars (detached, attached or basement garages being permitted, except that basement garages shall not be permitted in two-story houses).

(2) No building shall be located on any lot nearer to the front lot line, side lot line, or rear lot line than that permitted by the zoning ordinances of the City of Omaha, as amended; PROVIDED, HOWEVER, that in no event shall any building be located nearer than 35 feet from the front lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(3) Notwithstanding the provision of this Paragraph F, the restrictive provisions for lot area, side yards, and front yard shall automatically be amended as to any lot for which the Board of Appeals of the City of Omaha shall by resolution determine and permit a lesser area or distance.

G. The owner of each lot, whether such lot be vacant or improved, shall keep such lot free of trash and debris. Vacant lots shall be mowed at such time or times as may be necessary to keep weeds and other worthless vegetation under twelve (12) inches in height. No outside radio, television or other electronic antenna or aerial shall be erected on any building lot without the written consent of the Architectural Committee. All garbage or trash cans or accumulations of trash or garbage outside of dwellings shall be screened from view so as to be not visible from surrounding lots or streets.

H. Automobiles and other self-propelled vehicles parked out of doors must be in operating condition or else said vehicles may

be towed away at the expense of the owners upon the request or act of any landowner in the addition. All automobiles must be parked either indoors or on hard-surfaced slabs or driveways if parked out of doors. All repair work on automobiles must be done indoors. All boats, campers and trailers must be parked or stored indoors so as to not be visible from surrounding lots or streets. The dedicated street right of way located between the pavement and the lot line of any residentially-zoned lot shall not be used for the parking of any vehicle, boat, camper or trailer.

I. All exposed portions of chimneys and exposed front elevation of foundations of all dwellings must be faced with brick or stone, or such other covering as may be approved by the Wycliffe Architectural Committee, but in any event such other covering must be painted.

J. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the Wycliffe Architectural Committee, which shall be a committee of three (3) persons designated by the undersigned, as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. No sign or billboard or fence of any kind or size shall be erected, placed or permitted to remain on any lot until the Wycliffe Architectural Committee has given its written approval therefor. The restrictions of this paragraph shall terminate January 1, 1989.

IN WITNESS WHEREOF, Wycliffe, Ltd., a Nebraska Limited Partnership, being the owner of all said real estate, has executed these Covenants this 1st day of June, 1972.

WYCLIFFE, LTD.

By: JACK MORITZ CO., General Partner

By: [Signature] President

Attest: [Signature] Secretary

(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 JOHN J. MORITZ, President of Jack Moritz Co., General Partner of Wycliffe, Ltd., 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 of said limited partnership 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.

[Signature]  
Notary Public