

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, 1998:

Lots 1 through 17, inclusive, Block 1; Lots 1 through 11, inclusive, Block 2; Lots 1 through 23, inclusive, Block 3; Lots 1 through 27, inclusive, Block 4; Lots 1 through 12, inclusive, Block 5; Lots 1 through 22, inclusive, Block 6; Lots 1 through 29, inclusive, Block 7; and Lots 1 through 16, inclusive, Block 8, all in Meadow Lane Park, 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 and for public park, non-profit recreational, 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. 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 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, 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 shown 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 by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof; provided however, no sidewalks need be built along the East right-of-way line of 120th Street.

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

an inside ground area of not less than 1300 square feet. 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 than forty feet to front lot line, or nearer than twenty feet to any side street line. No building shall be located nearer than ten feet to an interior lot line, except that a three-foot side yard shall be permitted for a garage or other accessory building located forty feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than thirty-five feet to the rear 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) In no event shall any vehicular ingress or egress be permitted to or from 120th Street and the lots directly abutting thereon.

(4) Notwithstanding the provision of this Paragraph No. 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. All exposed portions of chimneys and exposed front elevation of foundations of all dwellings must be faced with brick or stone.

H. 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 undersigned as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor. The restrictions of this paragraph shall terminate January 1, 1968.

IN WITNESS WHEREOF, Dodge Park Corporation, a Nebraska corporation, being the owner of all said real estate, has executed these Covenants this 30 day of February, 1963.



DODGE PARK CORPORATION

By: John J. Moritz
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 JOHN J. MORITZ, President of Dodge Park Corporation, to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants and