

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 1 to 156, both inclusive, in Park View Terrace,  
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 residential structure shall be erected or placed on any building plot which has an area of less than 7,500 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 seven 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

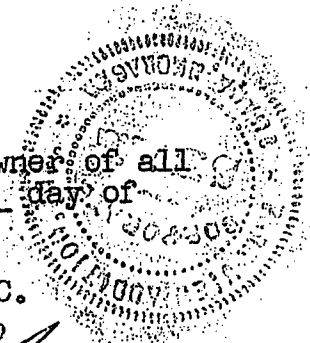
and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; provided however, that said side lot line easement is granted upon 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.

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 the Board of Appeals of the City of Omaha permits a lesser set back, side yard or lot area as to any building plot, then the determination of said Board shall automatically supersede these covenants.

I. Dwellings constructed in another addition shall not be moved to any lot within this addition. No animals of any kind shall be kept on premises, except that household pets may be kept for non-commercial purposes.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has executed these Covenants this 21st day of September, 1960.



PARK VIEW ADDITION, INC.

Robert W. Randall  
Robert W. Randall

By: [Signature]  
President

Doris M. Randall  
Doris M. Randall  
STATE OF NEBRASKA )

Attest: [Signature]  
Secretary

) 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 GENTRY R. DAVIS, President of Park View Addition,

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

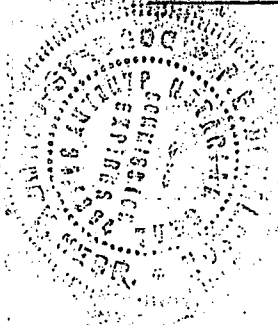
On the day and year last above written before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came ROBERT W. RANDALL and DORIS M. RANDALL, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing Restrictive 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.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

JAN. 31, 1964



15. FILED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS' OFFICE IN DOUGLAS COUNTY, NEBRASKA  
22 DAY Sept 1960 AT 4:00 P. M. THOMAS J. O'CONNOR, REGISTER OF D. L. S. 42.80