

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 One (1) through One Hundred Nine (109), both inclusive, in Rockbrook Place, 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 dwelling purposes and for accessory structures incidental to residential use, or for 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.

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.

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, 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; said license being granted for the use and benefit of all present and future owners of 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.

E. Portland concrete public sidewalks, four feet four inches thick, shall be constructed along the front of each lot and along the side of each lot.

shall be constructed by the then owner of the lot at the time of completion of the main residential structure and before occupancy thereof. No sidewalks need be built along the west side of lots 1 through 8, inclusive, 109, 86 or 85, nor abutting Martha Street, nor abutting Castelar Street, nor along the west line of Lot 54, nor along the east line of Lot 33.

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

- (1) Unless the undersigned executes a written waiver of this restriction, no lot may be used as a building site if it has been reduced below its area and width as originally platted, unless parts of two or more lots are combined to make one building plot, in which event the resulting building plot must have an area and width at least as large as the original platted area and width of the largest lot included to make up said building plot.
- (2) Lots Forty-three (43) through Forty-eight (48) and Lots Fifty-nine (59) through Ninety-nine (99): Minimum front yard: 35 feet. Minimum side yard for main residential structure: 7 feet. Minimum enclosed living area on ground floor exclusive of open porches, garages and breezeways: 1,000 square feet for a one-story house or step-up style with the entire house finished; 850 square feet for a one-and-one-half or two story house and the upper story must be completely finished. Each dwelling must provide enclosed garage space for not less than one or more than three cars.
- (3) Lots One (1) through Seven (7). Minimum front yard: 40 feet. Minimum side yard for main residential structure: 10 feet. Minimum enclosed living area on ground floor exclusive of open porches, garages and breezeways: 1,300 square feet for a one-story house or step-up style with the entire house finished; 850 square feet for one-and-one-half or two-story house and the upper story must be completely finished. Each dwelling must provide enclosed garage space for not less than one nor more than three cars.
- (4) Lots Eight (8) through Forty-two (42), Lots Forty-nine (49) through Fifty-eight (58) and Lots One Hundred (100) through One Hundred Nine (109): Minimum front yard: 40 feet. Minimum side yard for main residential structure: 10 feet. Minimum enclosed living area on ground floor exclusive of open porches, garages and breezeways: 1,200 square feet for a one-story house; 1,100 square feet for a step-up style with the entire house finished; 850 square feet for a one-and-one-half or two-story house and the upper story must be completely finished. Each dwelling must provide enclosed garage space for not less than one nor more than three cars.
- (5) Notwithstanding the provisions of this Paragraph No. F, the restrictions for lot area, side yards, and front yard shall automatically be applied to the Board.

IN WITNESS WHEREOF, Metropolitan Investment, Inc., a Nebraska corporation, being the owner of all said real estate, has executed these Covenants this 16th day of April, 1962.

Attest:

METROPOLITAN INVESTMENT, INC.

*[Signature]*  
Secretary

By: *[Signature]*  
President



} ss.

On the day and year last above written before me, the undersigned, a Notary Public in and for said County, personally came Charles E. Peterson, Jr., President of Metropolitan Investment, Inc., to me personally known to be the President and the identical person whose name is affixed to the above Restrictive Covenants, and acknowledge 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.

*[Signature]*  
Notary Public

My Commission Expires:  
May 23, 1962