

RESTRICTIVE COVENANTS

BOOK 467 PAGE 39

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; after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Lots #40 through #555 in Mockingbird Hills West, a subdivision in Douglas County, Nebraska.

If the present or future owners of any said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person 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 prevent him or them from doing so 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, for parks recreational, church or school purposes except that lots #550 and #555 may also be used for commercial purposes and structures, lots #552, 553 and 554 may be used for multi-family purposes and structures or for any other use permitted by R-7 zoning of the City of Omaha, Nebraska as now enacted. Lots #549 and 551 may also be used for multi-family purposes and structures or for any other use permitted by R-8 zoning of the City of Omaha, Nebraska as now enacted. It is understood and agreed that model homes held open for display for customers inspection by the developers or their agents, will not in any way be a violation of these covenants.

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. No dwelling constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision.

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 for all telephone and telegraph and message service over, under, through 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 shall not be used for any other purpose.

No permanent building, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

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. In lieu of the installation of said sidewalk, because of weather, an escrow deposited with the mortgagee will be considered acceptable. No sidewalks need be built on sideyards abutting either "L" or "Q" Streets.

F. The following building restrictions shall apply to said 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: 900 square feet on the ground floor for a one-story house; 1000 square feet throughout the house for a bi-level, tri-level, split-level, split-entry, 1½ story or taller house but the foundation walls must enclose an outside ground area of not less than 800 square feet. Minimum front yard: 35 feet; minimum side yard for residential structure; 7 feet.

(2) 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 City of Omaha, Nebraska, shall determine and permit a lesser area or distance.

G. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating conditions or else said cars may be towed away at the owners expense upon the request or act of any landowner in the subdivision. All automobiles must be parked either indoors or on concrete slabs or drives if parked out-of-doors. All repair work on automobiles must be done indoors. All boats must be parked or stored indoors so as not to be visible from the outside.

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

I. No fences shall be permitted to be erected or maintained in front of the main residential structure.

J. "No outside radio, television, ham broadcasting, or any other electronic antenna or aerial shall be erected or placed on any structure or on any lot".

K. 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 one of the undersigned as to the 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 thereof.

EXECUTED this 5th day of Aug, 1968. BOOK 467 PAGE 41



MOCKINGBIRD HILLS, INC.

Don Decker
President

Rene Decker
Assistant Secretary

PACESETTER INVESTMENT CO.

Ralph Heavrin
President

Henry Heavrin
Secretary

FREEMAN CO., INC.

J. J. Freeman
President

R. J. Dennis
Secretary

STATE OF NEBRASKA) ss. On this 11 day of August, 1968 before me
COUNTY OF DOUGLAS) the undersigned, a Notary Public in and for said
County personally came Don Decker, President of Mockingbird Hills, Inc. (a
corporation) to me personally known to be the President and the identical
person whose name is affixed to the above conveyance, 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 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 the 8 day of February, 1972.

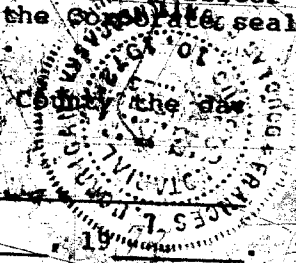
STATE OF NEBRASKA) ss. On this 14 day of August, 1968 before me
COUNTY OF DOUGLAS) the undersigned, a Notary Public in and for said
County personally came Ralph H. Heavrin, President of Pacesetter Investment
Co. (a corporation) to me personally known to be the President and the
identical person whose name is affixed to the above conveyance, and acknow-
ledged 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 the 16 day of August

STATE OF NEBRASKA)



THOMAS J. O'CONNOR
REGISTER OF DEEDS
DODGE COUNTY, IOWA

1968 AUG 9 PM 4-23

RECEIVED

THE STATE OF
DODGE COUNTY

Entered in Map
for Record in the
Deeds of said Cou.

Book 467
Page 39

Miss.

James J. [unclear]

REGISTER OF DEEDS

By _____
MAIL

7873427

7873427

Continued

*William Hill Dr
1117 S Street
Omaha, Nebraska*

25
Map

SUPPLEMENT TO
RESTRICTIVE COVENANTS

The undersigned hereby certify that they are all of the owners of the following described real estate, to-wit:

Lots 40 thru 55 inclusive, in Rockingbird Hills West, a subdivision in Douglas County, Nebraska.

That said owners certify that the aforescribed property was limited in its use by Restrictive Covenants dated August 5, 1958, and recorded in Miscellaneous Book 467, page 39, in the office of the Register of Deeds, Douglas County, Nebraska.

That it is the intention of the undersigned owners to amend said Covenants as follows:

a. That Lots 40 thru 50 inclusive: ~~lots 40 thru 50 inclusive~~ ~~may be used for multi-family structures or for any other uses permitted by the R-7 zoning of the City of Omaha, Nebraska as now enacted.~~ may be used for multi-family structures or for any other uses permitted by the R-7 zoning of the City of Omaha, Nebraska as now enacted.

~~That all of the terms and provisions of the above mentioned Restrictive Covenants not hereby altered shall remain in full force and effect and unchanged.~~

c. That all of the terms and provisions of the above mentioned Restrictive Covenants not hereby altered shall remain in full force and effect and unchanged.

FREEMAN CO., INC., Trustee

By *[Signature]*

Attest:

[Signature]

[Signature]
Joe Dennis

TALLY HO CORPORATION

By _____

Attest:

PACESETTER INVESTMENT CO.

By *[Signature]*

Attest:

BOOK 475 PAGE 76
STATE OF NEBRASKA

COUNTY OF SARPY

SS.

On this 14th day of February, 1968, before me, the undersigned, a Notary Public in and for said County, personally came F. H. Freeman to be known to be the President of FREEMAN CO., INC., ^{Trustee} and the identical person whose name is affixed to the foregoing instrument, and acknowledged execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said FREEMAN CO., INC., ^{Trustee} and its seal to be affixed by its authority.

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

(Notary Public)

STATE OF NEBRASKA)

: SS.

COUNTY OF DOUGLAS)

On this 14th day of February, 1968, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came JOE DENNIS, to me known to be the identical person whose name is subscribed to the foregoing instrument 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.

(Notary Public)

STATE OF NEBRASKA)

: SS.

COUNTY OF DOUGLAS)

On this 11 day of February, 1968, before me, the undersigned, a Notary Public in and for said County, personally came Ralph H. Heavin to me known to be the president of PACESETTER INVESTMENT CO., and the identical person whose name is affixed to the foregoing instrument, and acknowledged execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said PACESETTER INVESTMENT CO., and its seal to be affixed by its authority.

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