

DECLARATION OF PROTECTIVE COVENANTS

BOOK 282 PAGE 155

The undersigned Clair M. Wilson and Howard C. Johnson, who as Joint Tenants now are the sole owners of all real estate herein described, together with their respective wives, Ethel E. Wilson and Leven E. Johnson, do hereby adopt and impose upon said real estate these covenants, restrictions, limitations and conditions (all collectively hereinafter referred to by the general term of "covenants,") and, jointly and severally, do hereby state, admit, acknowledge, publish and declare that the said covenants hereinafter, during the time the same remain in effect as hereinafter provided, shall apply to, control and govern the ownership, encumbrance, use and occupancy of each and all of the following described platted lots, to-wit:

LOTS ONE (1) THROUGH NINETEEN (19), IN BLOCK ONE (1);
and LOTS ONE (1) THROUGH EIGHT (8) AND TWENTY-FIVE (25)
THROUGH THIRTY-TWO (32), IN BLOCK THREE (3); and
LOTS ONE (1) THROUGH SEVEN (7) AND TWENTY-FIVE (25)
THROUGH THIRTY-TWO (32), IN BLOCK FIVE (5); ALL SIT-
UATED IN ROBIN HILL ADDITION, AN ADDITION, AS SURVEYED,
PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.

FIRST: These covenants are adopted and imposed as aforesaid in pursuance of a general plan for the development and improvement of each and all of the lots above described, and shall run with the land and inure to the benefit of, and be binding upon, each and every person who, during the time said covenants are in effect, may own, hold, encumber, use or occupy said lots, and each of them, or any part thereof, or any interest therein. Any person for whose benefit said covenants exist as aforesaid may maintain suitable action, either at law or in equity, for the enforcement of said covenants or for the recovery of damages resulting from any violation or breach of said covenants; but the prosecution of any such action shall be optional to such person, and in no event be deemed to be obligatory or required of any such person. Each and all of said covenants are severable and independent of each other, and the invalidation of any one or more of said covenants, or any part or parts thereof, by judgment, decree or other order of court, in no event shall affect the validity or effect of the remaining covenants, or parts thereof, which nevertheless shall remain in full force and effect.

SECOND: These covenants shall be and remain in effect for an initial period of Twenty-Five (25) years from and after this date; but thereafter, upon the expiration of said initial period, shall automatically be renewed and extended for successive periods of Ten (10) years each unless and until said covenants, in whole or in part, are terminated or changed through written agreement executed by the then owners of a majority of the lots above described and recorded in the office of Registrar of Deeds of said county in the manner provided by law; provided, however, that the aggregate period of time, including said initial period and renewal or extension periods aforesaid, shall not exceed Sixty-Five (65) years nor in any event exceed the maximum time permitted therefor by law.

THIRD: The term "lot" as used herein shall be construed to denote any of the following described parcels of land, to-wit: a) a single lot as originally platted in the plat and dedication of said addition; or b) such a single platted lot together with the contiguous portion or portions of one or more abutting platted lots used therewith; or c) a parcel composed of portions of two or more such platted lots which portions are contiguous to each other, provided, however, that the area of such parcel and dimensions of the rear and front lines of such parcel shall be, respectively, not less than the area and rear and front lines of either one of the platted lots out of which such parcel is formed.

FOURTH: Each lot shall be used solely for residence purposes, and not for any illegal purpose nor in such manner as may constitute a nuisance or annoyance to occupants or owners of neighboring lots. Each lot and the improvements located thereon shall at all times be maintained in neat and good repair and condition as

DECLARATION OF PROTECTIVE COVENANTS - continued

SIXTH: On each lot there shall be located only a single dwelling, either for a single family, or for two families each having a complete dwelling unit therein, together with such accessory buildings as may be allowed by the zoning ordinances of the City of Omaha, and together with such walks, driveways and fences as will not be in violation of these covenants or of said zoning ordinances. Each such dwelling shall front upon a street abutting the lot upon which it is located, and shall be of solid and substantial construction, of such form, design and materials as will not detract from the value of neighboring properties, and shall conform to the following minimum requirements, to-wit:

- a) No dwelling shall exceed two and one-half (2½) stories, nor more than Thirty-Five (35) Feet, in height, nor have a ground-floor area less than 650 square feet.
- b) The area of the lot upon which the dwelling is located shall not be less than Five Thousand (5,000) square feet in the case of a single-family dwelling, nor less than Six Thousand (6,000) square feet in the case of a two-family dwelling.
- c) No part of the dwelling, other than the cornice of the roof or an open porch, shall be located nearer than the following respective distances from the boundary lines of the lot upon which the same is located, to-wit: Thirty-Five (35) feet from the front lot line; Twenty-Five (25) feet from the rear lot line; and Five (5) feet from either of the side lot lines in the case of a single-family dwelling, or Seven (7) feet from either of the side lot lines in the case of a two-family dwelling. As to a corner lot abutting on two streets, the front lot line shall be that line upon which the dwelling fronts, and the other street line thereupon shall be considered to be the side lot line, and in such event the dwelling shall be not nearer than Seventeen and One-Half (17½) feet from such side lot line, instead of the foregoing distances relating to side lot lines, with respect to that side lot line only.

SEVENTH: The undersigned are preparing to procure the establishment of "Sanitary and Improvement District Number Four of Douglas County, Nebraska," for the purpose of installing, acquiring, operating and maintaining a sewer system, watermains and such other public utilities, facilities or services as may be permitted by law to such districts, and for the further purpose of contracting for water for fire protection and contracting for electricity for street lighting for the public streets and highways within said district, and for such other purposes as such district may be employed under the laws of this state now in effect or hereafter enacted, all in pursuance of the provisions of Sections 31-727 through 31-762 of the 1961 Cumulative Supplement to the Revised Statutes of Nebraska, 1943. Such of the foregoing lots as may be within such district as the same originally exists, or as the same subsequently may be enlarged to include, shall be subject to all of the obligations and liabilities provided for by said statutes and other statutes of said state relating thereto, and likewise shall be entitled to the benefits provided by said district.

EIGHTH: No fence shall be erected upon or abutting any lot unless the design and plans and specifications therefor previously are approved in writing by the undersigned Clair M. Wilson and Howard C. Johnson, or by either of them, or by such other person or persons as they, or either of them, hereafter may designate.

NINTH: An easement is hereby granted for the joint benefit of Omaha Public Power District and Northwestern Bell Telephone Company, jointly and severally, and their respective successors, lessees and assigns, for the distribution and sale of electric energy and/or telephone or other communication services to the property owners and occupants in the area within which said lots are located, and for such purposes to erect and maintain poles, lines, wires, conductors, and other instrumentalities, for such electricity, telephone or other communication services in, along, over, under, and across that Five-foot (5 ft) strip of each lot abutting either the rear lot line or interior side lot line.

IN WITNESS WHEREOF, the said undersigned subscribe this instrument at Omaha, Nebraska, on this fourteenth day of September, 1953.

DECLARATION OF PROTECTIVE COVENANTS

BOOK 287 PAGE 707

The undersigned Clair M. Wilson and Howard C. Johnson, who as Joint Tenants with right of survivorship now are the sole owners of all real estate hereinafter described, together with their respective wives, Ethel E. Wilson and Lavon E. Johnson, do hereby adopt and impose upon said real estate these covenants, restrictions, limitations and conditions (all of which hereinafter are collectively referred to by the term "covenants,") and, jointly and severally, do hereby state, admit, acknowledge, publish and agree and declare that said covenants henceforth, during the time the same remain in effect as hereinafter provided, shall apply to, control and govern, the ownership, encumbering, use and occupancy of each and all of the following described platted lots situated within the Southwest Quarter of the Northwest Quarter (SW^{1/4}) of Section Thirty-Two (32), in Township Fifteen (15) North, in Range Thirteen (13), East of the Sixth Principal Meridian, in Douglas County, Nebraska, which lots are delineated in the plat and dedication now to be recorded in the office of Register of Deeds of said county, to-wit:

ALL LOTS IN BLOCK TWO (2); and LOTS NINE (9) THROUGH TWENTY-FOUR (24), IN BLOCK THREE (3); and ALL LOTS IN BLOCK FOUR (4); and LOTS EIGHT (8) THROUGH TWENTY-FOUR (24), IN BLOCK FIVE (5); and ALL LOTS IN BLOCK SIX (6); and ALL LOTS IN BLOCK SEVEN (7); and ALL LOTS IN BLOCK EIGHT (8); EACH AND ALL OF THE AFORESAID LOTS AND BLOCKS BEING WITHIN THE SUBDIVISION OF LAND KNOWN AND DESIGNATED AS "ROBIN HILL ADDITION," AN ADDITION, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.

FIRST: These covenants are adopted and imposed as aforementioned in pursuance of a general plan for the development and improvement of each and all of the above described lots, and shall run with the land and inure to the benefit of, and be binding upon, each and every person whatsoever who, during the time said covenants remain in effect, may own, hold, encumber, use or occupy said lots, and each of them, or any part thereof, or any interest therein whatsoever. Any person for whose benefit said covenants thus exist may maintain suitable action in his or her own name, either at law or in equity, for the enforcement of said covenants, or part thereof, or for the recovery of damages resulting from any violation or breach of said covenants, or part thereof; but the prosecution of any such action shall be wholly optional to such person, and in no event shall be deemed to be obligatory or required of any such person, including the undersigned. Each and all of said covenants are wholly severable and independent of each other, and the invalidation of any one or more of said covenants, or any part thereof, by any judgment, decree or order of any court shall in no event affect the validity or effect or operation of any or all of the remaining covenants, or any part or parts thereof, which nevertheless shall remain in full force, effect and operation.

SECOND: These covenants shall be and remain in effect initially until January 1st, 1979, but thereafter shall become and be renewed or extended automatically for successive periods of ten (10) years each, unless and until said covenants, either in whole or in part, are terminated or changed through written agreement executed by the then owners of a majority of all lots above described, which agreement shall be recorded in the office of said Register of Deeds; provided, however, that the aggregate period of time, including the aforesaid initial period and all renewal or extension periods aforementioned, in no event shall extend beyond January 1st, 2019, nor beyond the maximum period of time permitted thereafter by law.

THIRD: The term "lot," as the same is used in this instrument, shall be construed to denote any of the following described parcels of land, to-wit: a) a single lot, as the same is originally platted and dedicated in the aforementioned plat; or b) such a single platted lot, together with the contiguous portion or portions of one or more abutting platted lots used therewith; or c) a parcel composed of portions of two or more such platted lots, which portions are contiguous to each other, provided, however, that such parcel's area and dimensions of its front and rear boundary lines shall be, respectively, no less than the area and dimensions of the front and rear boundary lines of either one of the platted lots out of which such parcel is composed; or d) such portion of a single platted lot as may remain and be usable under the zoning ordinances of the City of Omaha, in the event a portion of such platted lot is appropriated or conveyed for public purposes or uses.

FIFTH: Each commercial building or dwelling, as the case may be, shall front upon a street abutting the lot upon which same is located, and shall be of solid and substantial and permanent construction, of such form, design and materials as will be in harmony with the neighborhood and not detract from the value or appearance of adjoining properties, or of the neighborhood as a whole, and shall conform to the following minimum requirements, to-wit:

- a) No commercial building shall exceed Three (3) stories, nor more than Forty-Five (45) feet in height, nor have a ground-floor area less than Six Hundred Fifty (650) square feet; and the minimum side-yard, front-yard and rear-yard and parking-area requirements applicable thereto under the zoning ordinances of the City of Omaha, or other competent authority, then in effect shall be observed.
- b) No dwelling, whether located on a commercial or residential lot, shall exceed Two and One-Half (2½) stories, nor more than Thirty-Five (35) feet in height, nor have a ground-floor area less than Six Hundred Fifty (650) square feet.
- c) The area of a lot upon which a dwelling is located shall be not less than Five Thousand (5,000) square feet in case of a single-family dwelling, nor less than Six Thousand (6,000) square feet in case of a two-family dwelling, nor less than Three Thousand (3,000) square feet per family in case of dwellings for more than two families.
- d) No part of a dwelling, other than the cornice of the roof or open porch, shall be located nearer to the boundary lines of the lot upon which same is located than the following respective distances, to-wit: Thirty-Five (35) feet from the front lot line; Twenty-Five (25) feet from the rear lot line; and Five (5) feet from either side lot line in case of a single-family dwelling, or Seven (7) feet from either side lot line in case of a multiple-family dwelling. As to a corner lot the front lot line shall be considered to be that lot line upon which the dwelling fronts, and the other street line in such event shall be considered a side lot line, and in such case the dwelling must be located no nearer to that side lot line than Seventeen and One-Half (17½) feet, instead of the aforementioned minimum side-yard requirements, although the other aforementioned minimum yard requirements shall be applicable for other lot lines.

SIXTH: No noxious, offensive, nor illegal, trade or other activity shall be carried on, nor anything otherwise done in violation of the zoning ordinances of the City of Omaha or other competent authority, and such ordinances or statutes or regulations of competent authority shall at all times be complied with. No lot shall be so used as to constitute a nuisance or annoyance to the adjoining properties, or to the neighborhood as a whole, and the improvements located thereon at all times shall be kept and maintained in neat and good condition and state of repair, so as not to detract from the value or appearance of the neighborhood. No trailer, basement, tent, shack, barn, garage, nor other structure shall ever be used upon said lot for commercial or residential purposes, either temporarily or permanently, excepting only the commercial or residential permanent structures hereinbefore specified, which structures must be fully constructed and completed prior to such occupancy. No stable, nor other shelter for live-stock or poultry ever shall be located or maintained upon any lot, nor shall any live-stock or poultry ever be raised, cared for, kept or maintained upon any lot, excepting nest or fowl constituting part of a stock of merchandise of a commercial establishment located upon a commercial lot. No garden nor field crops whatsoever shall be grown between the building or dwelling and any abutting street line, other than flowers, trees, shrubs, bushes, hedges, or other ornamental plants or vegetation, provided, however, that in no event shall any such plants or vegetation aforementioned obstruct the view at street intersections or junctions, nor otherwise constitute a hazard or nuisance to the abutting properties, or to the neighborhood, or to either pedestrian or vehicular traffic.

SEVENTH: No fence shall be erected upon or abutting any lot unless the design and plans and specifications therefor previously are approved in writing by the undersigned Clerk M. Wilson and Howard C. Johnson, or by either one of them, or by such other person or persons as they, or either of them, or their successors in interest hereafter may designate for the purpose.

WITTH: An easement hereby is granted for the joint benefit of Omaha Public Power District and Northwestern Bell Telephone Company, jointly and severally, and their respective successors, lessees and assigns, for the distribution and sale of electric energy and/or telephone or other communication services to the property owners and occupants in the area within which said lots are located, and for such purposes to erect, maintain and operate poles, lines, wires, conductors, and other instrumentalities for such electricity, telephone or other communication services in, along, over, under and across that five (5)-foot strip of each lot which abuts either the rear lot line or interior side lot line.

IN WITNESS WHEREOF, the said undersigned subscribe their names hereunto at Omaha, Nebraska, on this Eleventh day of May, 1954.

Clair M. Wilson
CLAIR M. WILSON

Howard C. Johnson
HOWARD C. JOHNSON

Ethel E. Wilson
ETHEL E. WILSON

Lavon E. Johnson
LAVON E. JOHNSON

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

ss.

On this Eleventh day of May, 1954, before me, a Notary Public in and for said county, personally appeared the above named and described CLAIR M. WILSON and ETHEL E. WILSON (husband and wife), and HOWARD C. JOHNSON and LAVON E. JOHNSON (husband and wife), being to me known to be the identical persons who subscribed the foregoing instrument, and they, jointly and severally, acknowledged that they executed said instrument and that the same is their joint and several voluntary act and deed for the purposes therein expressed.

WITNESS my hand and Notarial Seal in said county on the date last aforementioned.

Robert B. Bond
Notary Public.

My Commission expires on the 11th Day of May 1957

BLOCKS
9-14

BOOK 301 717

DECLARATION OF PROTECTIVE COVENANTS

Robin Hill Development Co. (a corporation organized and existing under and by virtue of the laws of the State of Nebraska and having its principal office and place of doing business located in Douglas County, Nebraska), now the sole owner of all of the real estate hereinafter described, does hereby adopt and impose upon said real estate these covenants, restrictions, limitations and conditions (all of which for convenience are hereinafter collectively referred to by the term "covenants,") and further does hereby state, admit, acknowledge, publish, declare and agree that said covenants hereof, during the time the same remain in effect as hereinafter provided, shall apply to, control and govern the ownership, encumbering, use and occupancy of said real estate, or any part thereof, to-wit:

ALL OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION THIRTY-ONE (31); and also ALL OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION THIRTY-TWO (32) LYING WEST OF FORTY-EIGHTH STREET, AS THE SAME NOW EXISTS; ALL OF THE AFORESAID LANDS BEING SITUATED IN TOWNSHIP FIFTEEN (15) NORTH, IN RANGE THIRTEEN (13) EAST OF THE SIXTH P. M., IN DOUGLAS COUNTY, NEBRASKA.

FIRST: These covenants shall be and remain in effect initially until January 1st, 1979, but thereafter shall become and be automatically renewed or extended for successive periods of Ten (10) Years each, unless and until said covenants, either in whole or in part, are terminated, rescinded or changed through written agreement executed by the then owners of a majority of the lots hereinafter referred to, which agreement shall be recorded in the office of Register of Deeds of said county to be effective; provided, however, that the aggregate period of time, including the aforesaid initial period and all renewal or extension periods aforementioned, in no event shall extend beyond January 1st, 2019, nor beyond the maximum period of time permitted therefor by law.

SECOND: All of the aforesaid real estate recently was subdivided and platted into lots and blocks and public thoroughfares by the then owners thereof, Clair M. Wilson and Ethel E. Wilson, husband and wife, and Howard C. Johnson and Laven E. Johnson, husband and wife, comprising Blocks Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), all in Robin Hill Addition, an addition, as surveyed, platted and recorded in Douglas County, Nebraska. The aforesaid plat and dedication of public thoroughfares was duly executed by said platters and has been duly approved, as required by the laws of Nebraska for such plats and dedications, and is to be recorded immediately hereafter in the office of the Register of Deeds of said county. These covenants are adopted and imposed upon each and all of the said lots in the above numbered blocks in Robin Hill Addition in pursuance of a general plan of development and improvement of each and all of said lots, and shall run with the land and inure to the benefit of, and be binding upon, each and every person whatsoever who, during the time said covenants remain in effect as aforementioned, may own, hold, encumber, use or occupy said lots, and each of them, or any part thereof, or any interest therein whatsoever. Any person for whose benefit said covenants thus exist may maintain suitable action in his or her name, either at law or in equity, for the enforcement of said covenants, or any part thereof, or for the recovery of damages resulting from the violation or breach of said covenants, or any part thereof; but the prosecution of any such action shall be wholly optional to such person, and in no event shall be deemed to be obligatory upon or required of any such person, including Robin Hill Development Co., or its successors or assigns. Each and all of said covenants are wholly severable and independent of each other, and the invalidation or rescission of any one or more of said covenants, or any part thereof, by any judgment, decree or order of any court or by agreement of the owners of a majority of lots affected hereby in no event shall be deemed to affect the validity, effect or operation of any or all of the remaining covenants, or parts thereof, which nevertheless shall remain in full force, effect and operation.

use be for residence, commercial or other purposes permitted by said applicable Zoning Ordinances, provided that such use does not violate any express provision of these covenants.

FIFTH: Each commercial building or dwelling, as the case may be, shall front upon a street or public thoroughfare upon which the lot upon which same is located abuts, and shall be of solid, substantial and permanent construction, of such form, design and materials as will be in harmony with the neighborhood and not detract from the value or appearance of any adjoining property, or of the neighborhood as a whole, and shall conform to the following minimum requirements, to-wit:

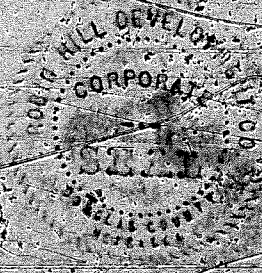
- a) No dwelling, whether located upon a lot zoned as residential or commercial, shall exceed Two and One-Half (2½) Stories, nor exceed Thirty-Five (35) Feet, in height, nor have a ground-floor area less than Six Hundred Fifty (650) square feet.
- b) The area of a lot upon which such dwelling is located shall not be less than Five Thousand (5,000) square feet in case of a single-family dwelling, nor be less than Six Thousand (6,000) square feet in case of a two-family dwelling, nor be less than Three Thousand (3,000) square feet per family in case of a dwelling for more than two families.
- c) No part of any dwelling, other than the cornice of the roof or an open porch, shall be located nearer to the boundary lines of the lot upon which same is located than the following respective distances, to-wit: Thirty-Five (35) feet from the front lot line; Twenty-Five (25) Feet from the rear lot line; and Five (5) feet from either side lot line in case of a single-family dwelling, or Seven (7) feet from either side lot line in case of a multiple-family dwelling. As to a corner lot the front lot line shall be considered to be that street line upon which the dwelling fronts, and thereupon the other street line shall be considered the side lot line. In case of a corner lot a dwelling shall be located not closer than Seventeen and One-Half (17½) feet from the side lot line abutting upon such side street, instead of the aforesaid distances prescribed for side lot lines, but otherwise all of the aforementioned minimum requirements shall be applicable to such corner lot.
- d) No commercial building shall exceed Three (3) stories, nor more than Forty-Five (45) Feet, in height, nor have a ground-floor area less than Six Hundred Fifty (650) square feet; and, if such commercial building is located upon any commercial lot aforementioned the minimum front-yard, rear-yard, side-yard, area and parking-area requirements applicable thereto under said pertinent Zoning Ordinances of the City of Omaha then in effect shall be observed.

SIXTH: No noxious, offensive, nor illegal trade, or activity shall be carried on, nor anything otherwise done upon any lot in violation of the zoning ordinances of the City of Omaha, or other pertinent ordinances, statutes or regulations promulgated pursuant thereto by competent authority, and said ordinances, statutes and regulations shall at all times be complied with strictly. No lot shall be so used as to constitute a nuisance or annoyance to any adjoining property, or to the neighborhood as a whole, and the improvements located thereon shall at all times be kept and maintained in neat and good condition and state of repair, so as not to detract from the value or appearance of such adjoining property, or of the neighborhood. No trailer, basement, tent, shack, barn, garage, nor other structure shall ever be used for residence or commercial purpose, either temporarily or permanently, excepting such permanent structures as are hereinbefore specified in paragraph Fifth of these covenants, which permanent structures must be completely constructed prior to occupancy thereof. No stable, nor other shelter for live-stock or poultry ever shall be located or maintained upon any lot, nor shall any live-stock, or poultry, ever be raised, cared for, kept or maintained upon any lot, excepting only processed meat or fowl constituting part of the stock of merchandise of a commercial establishment existing upon such lot. No garden nor field crops whatsoever shall be grown between the dwelling or building and any abutting street line, other than flowers, trees, shrubs, bushes, hedges, or other ornamental plants or vegetation, provided, however, that in no event shall any aforementioned plants or vegetation obstruct the view at any street intersection or junction, nor otherwise constitute a hazard or nuisance to any abutting property or to the neighborhood.

to time, shall be entitled to all of the benefits for which such district exists, and likewise shall be subject to all of the obligations and liabilities of properties included within said district, all as provided for by law.

NOTE. An easement hereby is granted for the joint benefit of Omaha Public Power District and Northwestern Bell Telephone Company, jointly and severally, and their respective successors, lessees and assigns, for the distribution and sale of electric energy and for telephony or other communication services to the property owners and occupants in the area within which said lots are located, and for said purposes to erect, maintain and operate poles, lines, wires, conductors, and other instrumentalities for such electricity, telephony or other communication services in, along, over, under and across that five (5) foot strip of each lot which abuts either the rear lot line or interior side lot line of such lot.

IN WITNESS WHEREOF said Robin Hill Development Co., a corporation, caused this instrument to be executed in its name and behalf by its President, and caused its corporate seal hereunto to be affixed, all in pursuance of express authority of its board of directors, at Omaha, Nebraska, on this Seventh day of September, 1955.



ROBIN HILL DEVELOPMENT CO., a corporation,

BY: *Clair M. Wilson*
Clair M. Wilson, President.

ATTEST: *Howard C. Johnson*
Howard C. Johnson, Secretary.

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this Seventh day of September, 1955, before me, a Notary Public in and for said county, personally appeared CLAIR M. WILSON, who is to me personally known to be the President of ROBIN HILL DEVELOPMENT CO., and also personally appeared HOWARD C. JOHNSON, who is to me personally known to be the Secretary of said ROBIN HILL DEVELOPMENT CO., they being to me personally known to be the identical persons who, as such officers, respectively, subscribed and affixed the corporate seal of said corporation to the foregoing Declaration of Protective Covenants, and they, jointly and severally, acknowledged the execution of said instrument to be the voluntary act and deed of said ROBIN HILL DEVELOPMENT CO. (a corporation organized and existing under and by virtue of the laws of Nebraska, having its principal office and place of business in Douglas County, Nebraska), and that the corporate seal of said corporation was thereunto duly affixed, all done by express authority of said corporation's board of directors.

WITNESS my hand and Notarial Seal in said county on the date last aforementioned.



Edmund R. Smith