

RESTRICTIVE COVENANTS

The undersigned hereby declare 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 thru #39, all in Mockingbird Hills West, a subdivision in a subdivision in Omaha, Nebraska.

If the present or future owners of any of 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 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, for park, recreational, church or school purposes, except that lots 1,3 & 4 may also be used for commercial purposes and structures and that lots #2 thru 12 inclusive, may also be used for multi-family structures or for any other uses permitted by the R-9 zoning of the City of Omaha, Nebraska as now enacted.

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 out-building 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 house 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 and 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 is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles 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. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence which shall meet the following specifications: A 1/2 inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building.

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. No sidewalks need be built abutting Q or L Street rights-of-way.

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: 960 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 inside ground area of not less than 800 square feet. In addition, each single-family dwelling shall provide covered space for at least one car (detached, attached or basement garage or carports being permitted). Minimum front yard: 35 feet. Minimum side yard for main residential structures: 7 feet. There shall be a maximum of one 24' driveway from lots #3 & #8 connection to 108th Street. Lots #2 & #9 shall not be allowed a driveway to 108th Street.

(2) There shall be a minimum front yard of 50' on lots #5, 6, 7 & 12 abutting 107th Street. There shall be a maximum height of any building erected on the east 100 feet of lots #5, 6, 7 & 12 of 35 feet.

(3) Lots 2 thru 12 inclusive, other than those restrictions mentioned in paragraphs E-1&2 above, the building and use restrictions of the R-9 zoning ordinance of the City of Omaha, Nebraska, as now enacted, shall apply.

(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 determine and permit a lesser area or distance.

G. 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 the exterior design, use of exterior materials, lot grading and placement of structures on the lot. No signs or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given written approval therefor. The restrictions of this paragraph shall terminate January 1, 1970.

IN WITNESS WHEREOF, the undersigned, being owners of all said real estate, have executed these covenants, this 12th day of May, 1966.

MOCKINGBIRD HILLS, INC.



STATE OF NEBRASKA)

SS

COUNTY OF DOUGLAS)

On the day and year last written above before me, the undersigned, a notary public in and for said County, personally came Don Decker, President of Mockingbird Hills, Inc., to me personally known to be the President and identical person whose name is affixed to the above Restrictive Covenants, 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 above written.

Don J. Decker
Notary Public

EASEMENT78
2329
BOOK 524 PAGE 733

We, JOHN J. TESAR, JR. and MARY L. TESAR, Owner(s) of ~~part of~~ the real estate described as follows, and hereinafter referred to as "Grantor," West 175 feet of the North 200 feet of Lot 1, Mockingbird Hills West, An Addition to Douglas County, Nebraska, as surveyed, platted and recorded.

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN PINE TELEPHONE COMPANY, its successors and assigns, collectively referred to as "Grantee," a permanent easement, with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its electric and telephone facilities over, upon, along and under the following described real estate, to wit:

The South 20 feet, of the West 175 feet, of the North 200 feet of Lot 1, Mockingbird Hills West, An Addition to Douglas County, Nebraska, as surveyed, platted and recorded.

CONDITIONS:

- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and update them, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the vertical facilities of at least twelve feet (12').
- (B) After electric and telephone facilities have been installed, no trees, permanent buildings or other structures shall be placed in or upon the easement and no change in grade elevation or any excavation shall be made therein without prior written approval of the Grantor, but the same may be used for land clearing or other purposes that do not then or later interfere with the granted easement uses.
- (C) The foregoing right is granted upon the express condition that the Grantor will assume liability for all damages to the above described property caused by Grantee's failure to use due care in its exercise of the granted right.
- (D) It is further agreed Grantor has lawful possession of said real estate, and, right and lawful authority to make such conveyance and that his/her heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WENESS my hand and Notarial Seal this 8th day of AUGUST, 1972.

ATTEST:

Grantors

ATTEST:

STATE OF

STATE OF

COUNTY OF

COUNTY OF

On this 8th day of AUGUST, 1972, before me, the undersigned, a Notary Public in and for the County and State, personally appeared JOHN J. TESAR, JR. and MARY L. TESAR, husband and wife, personally known to me to be the identical persons who signed the foregoing instrument as Grantors, and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Attest my hand and Notarial Seal the date above written.

James F. Ortman
Notary Public
State of Nebraska
My Commission No. 461974

On this 19 day of JULY, 1973, before me, the undersigned, a Notary Public in and for the County personally known to be the President and Vice Chairman of the Board of Directors of the Northwestern Pine Telephone Company, and who acknowledged to me that he was present at the signing of the foregoing instrument as the voluntary act and deed of said officers and the corporate seal of said corporation was affixed thereto by his authority.

Witness my hand and Notarial Seal at
in said County the day and year last aforesaid.

Notary Public

By Commission expires

Entered in Numerical Index and Recorded in the Register of Deeds Office in Douglas County Nebraska
24 DAY OF July 1973 At 10:13 A. M. HAROLD OSTLER, REGISTER OF DEEDS

6
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY NEBRASKA
24 DAY OF July 1973 At 10:13 A. M. HAROLD OSTLER, REGISTER OF DEEDS
335

SUPPLEMENT TO
RESTRICTIVE COVENANTS

The undersigned certify that they are the owners of Lots #1 thru 39 both inclusive, in Mockingbird Hills West, a subdivision in Douglas County Nebraska; That certain Restrictive Covenants dated May 12, 1966 were executed and recorded in Miscellaneous Book 443 Page 295 in the Office of the Register of Deeds of Douglas County, Nebraska; that in Paragraph A of said restrictive covenants, lots 3 and 4 were described as lots which may be used for commercial purposes and structures, but the fact is that said lots were neither platted nor zoned for commercial purposes; that by inadvertence lots 13 and 14 were not mentioned as lots which could be used for commercial purposes and structures, whereas, said lots 13 and 14 were both platted and zoned for commercial purposes; that said insertion of lots 3 and 4 and omission of lots 13 and 14 was by inadvertence and mistake, and the true and actual intent of the undersigned as owner of said lots was and is to provide that lots 3 and 4 are multi-family lots and that lots 13 and 14 may be used for commercial purposes.

NOW, THEREFORE, in order to correct said mistakes and in order to reflect the true intent of the undersigned owner of lots 3, 4, 13 and 14 in said addition, lots 3 and 4 in said addition are hereby designated as lots which may be used for multi-family purposes and lots 13 and 14 in said addition are hereby designated as lots which may be used for commercial purposes and structures. Said restrictive covenants are hereby altered to reflect said correction. All other terms of said restrictive covenants shall remain unchanged.

Executed this 27 day of May 1968.

PACESETTER INVESTMENT CO. owner of lots 28 thru 39 both inclusive in Mockingbird Hills West, a subdivision in Douglas County, Nebraska

PACESETTER INVESTMENT CO.

By Rudolph Dickey President
Secretary

ALAN O. DICKEY AND JOANN DICKEY, husband and wife, owners of lot 10 Mockingbird Hills West, a subdivision in Douglas County, Nebraska.

Joann Dickey Alan O. Dickey

PHILLIPS PETROLEUM COMPANY, owner of the south 200 feet of the west 200 feet of lot 1 in Mockingbird Hills West, a subdivision in Douglas County, Nebraska.

PHILLIPS PETROLEUM COMPANY

By R. Custer Vice President
MOCKINGBIRD HILLS, INC. owner of lots 2 thru 9 both inclusive, Lots 11 thru 27 both inclusive, and lot 1 except the south 200 feet of the west 200 feet all being in Mockingbird Hills West, a subdivision in Douglas County, Nebraska

MOCKINGBIRD HILLS, INC.

R. Custer

R. Dickey

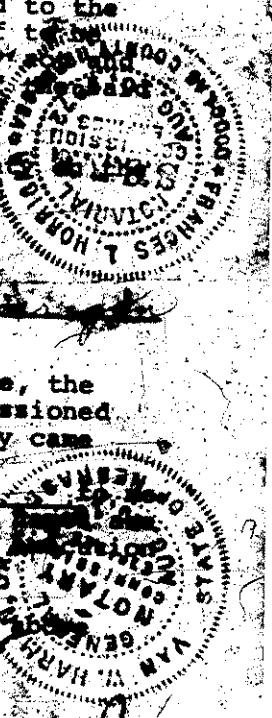
S.L.

BOOK 464 PAGE 414

STATE OF NEBRASKA) On the date last above written before me, the
COUNTY OF DOUGLAS) undersigned, a Notary Public in and for said
County, personally came Ralph H. Heavrin

President of Pacesetter Investment Co., to me personally known to be
the President and the identical person whose name is affixed to the
foregoing instrument, and acknowledged the execution thereof to be
his voluntary act and deed as such officer and the voluntary act and
deed of the said corporation, and that the Corporate Seal of said
corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on the
date last above written


Frances L. Dickey
Notary Public

STATE OF NEBRASKA) On the date last above written, before me, the
COUNTY OF DOUGLAS) undersigned, a Notary Public, duly commissioned
and qualified for said County, personally came

ALAN O. DICKY and JOANN DICKY known to be the identical person or persons whose name is affixed to the
subscribed to the foregoing instrument, and acknowledged the same to be
thereof to be his, her or their voluntary act and deed.

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

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON)

On this 27 day of January, 1967, before me, a Notary Public within and
for said county and state, personally appeared
to me personally known, who, being by me duly sworn, did say that he is a director of
Phillips Petroleum Company, that said instrument was executed in behalf of and on behalf
by authority of its Board of Directors, and acknowledged the same to be
said instrument to be the free act and deed of said corporation.


My commission expires January 15, 1970

Donald L. Klemm
Notary Public, Washington

My Commission expires:

STATE OF NEBRASKA) On the date last above written, before me, the
COUNTY OF DOUGLAS) undersigned, a Notary Public in and for said
of Mockingbird Hills) County, personally came Don Decker, President
and the identical person whose name is affixed to the foregoing
instrument, 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 said Corporation was
thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County on
the date last above written.


Don F. Gabel
Notary Public

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SEARCHED IN OFFICIAL INDEX AND RECORDED IN THE REGISTRY OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
MARCH 1967 BY ROBERT L. DICKY, REGISTRY OF DEEDS, MEMBER OF BAR

15-25

EASEMENT78-329
BOOK 524 PAGE 733

W^e. JOHN J. TESAR, JR. and MARY L. TESAR Owner(s)
 of (agent for) the real estate described as follows, and hereafter referred to as "Grantors":
 West 175 Feet of the North 200 feet of Lot 1, Mockingbird Hills West, An Addition to
 Douglas County, Nebraska, as surveyed, platted and recorded.

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the DELA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN TELEPHONE COMPANY, its successors and assigns, collectively referred to as "Grantees," a permanent easement, with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its electric and telephone facilities over, upon, along and upon the following described real estate, to wit:

The South 20 feet, of the West 175 feet, of the North 200 feet of Lot 1, Mockingbird Hills West, An Addition to Douglas County, Nebraska, as surveyed, platted and recorded.

CONDITIONS:

- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least twelve feet (12').
- (B) After electric and telephone facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change in grade elevation or any excavations shall be made therein without prior written approval of the grantor, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (C) The foregoing right is granted upon the express condition that the Grantee will assume liability for all damages to the above described property caused by Grantors' failure to use due care in its exercise of the granted right.
- (D) It is further agreed Grantor has lawful possession of said real estate, prior, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 8th day of AUGUST, 19 72.

ATTEST:

Grantors

STATE OF
COUNTY OF

On this 8th day of AUGUST, 19 72, before me the undersigned, a Notary Public in and for said County and State, personally appeared

JOHN J. TESAR, JR. and MARY L. TESAR, husband and wife,
 personally known to me to be the identical person(s)
 who signed the foregoing instrument as Grantors(s) and
 who acknowledged the execution thereof to be THEIR
 voluntary act and deed for the purpose therein
 expressed.

Witness my hand and Notarial Seal the date above
 written:

Jeanne F. Ostler
 Notary Public
 My Commission Expires DEC 24 1974

STATE OF

COUNTY OF

On this _____ day of _____, 19 _____, before me the undersigned, a Notary Public in and for said County, personally knew

to be the President and the
 identical person whose name is affixed to the above
 conveyance, and I acknowledge the execution thereof to be
 his voluntary act and deed of such officer and the
 voluntary act and deed of said corporation and that the
 Corporate Seal of said corporation was thereunto affixed
 by its authority.

Witness my hand and Notarial Seal at _____
 in said County the day and year last above written:

Notary Public

My Commission Expires _____

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 24 DAY OF July 19 73 AT 10:12 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS

345

5

BIG 475 size 75

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 Mockingbird Hills West, a subdivision in Douglas County, Nebraska.

That said owners certify that the aforesaid property was limited by its use by Restrictive Covenants dated August 5, 1958, and recorded in Miscellaneous Book 457, Page 39, in the office of the Register of Deeds, Douglas County, Nebraska.

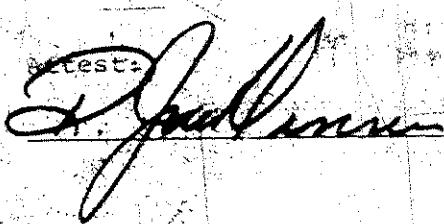
That it is the intention of the undersigned owners to change said Covenants as follows:

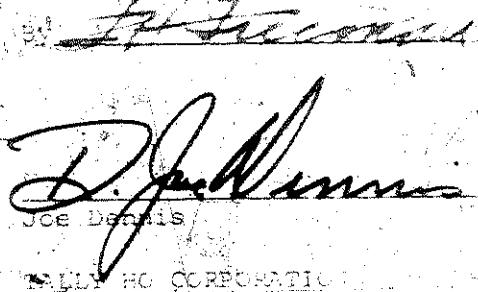
a. That lots 40 thru 50 inclusive ~~be used exclusively for single family dwellings~~ may be used for multi-family structures or for any other uses permitted by the R-7 zoning of the City of Omaha, Nebraska as now enacted.

XXXXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX
XXXXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX

etc., 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.

PERPETUAL CO., INC., Trustee

Attest:



Joe Dennis

VALU INC. CORPORATION

By _____

Attest:

WACESSETTER INVESTMENT CO.

Attest:

MOCKINGBIRD HILLS, INC.

By _____

Attest:

80W 375 NE 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 me known to be the President of FREEMAN CO., INC., 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., 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 14th day of February, 1968, before me, the undersigned, a Notary Public in and for said County, personally came Ralph H. Heavrin, 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.


(Notary Public)

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE, DOUGLAS COUNTY, NEBRASKA
27 DAY OF March 1968 AT 3:58 PM 13450
CAROLE OSTER, REGISTER OF DEEDS

RESTRICTIVE COVENANTS

3002 417 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 is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles 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 lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. All telephone entrances to residences or other principal structures on any of said lots shall be underground and the owner of each lot shall provide or have constructed at his cost the underground entrance to the residence which shall meet the following specifications: A 1/2 inch standard galvanized electrical conduit shall be put through the rear outside wall in the middle of each structure. This conduit shall extend 24 inches below the final rear grade line and extend flush into the basement area and shall be mechanically attached to the building.

(107-File 40)

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 therefor, except only "For Sale" signs not exceeding four (4) feet square in area will be permitted. "The above restrictions as to signs does not apply to signs erected by the developer or his agents in the development of the subdivision". The restrictions of this paragraph shall terminate January 1, 1971.