

ROCKBROOK HEIGHTS  
PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, ROCKBROOK HEIGHTS CORPORATION, a Nebraska Corporation, being the owner of all of the lots in each of Blocks 1 through 10, both inclusive, all in Rockbrook Heights, a Sub-Division of a part of the West One-half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section 33, Township 15 North, Range 12 East of the Sixth P.M., Douglas County, Nebraska, does hereby state, declare and publish that all of said lots in said blocks are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, namely:

1. No lots in said subdivision shall be used or occupied for any purpose other than the purposes herein authorized, to-wit:
  - (a) No lots in Blocks 1, 2, 3, 8, 9 and 10, Lots 1 through 7, both inclusive, Block 4, and Lots 1 through 4, both inclusive, Block 7 shall be used or occupied for any other purpose than single-family dwellings, home occupations, churches, colleges and universities, schools, elementary, junior and high, publically owned and operated libraries, museums, parks, playgrounds, fire stations, community buildings, non-commercial recreational uses, agricultural (when conducted exclusively for the use of the occupants of the dwelling located on the premises), accessory buildings (as hereinafter limited), and uses customarily incident to any of the above uses when located in one story houses and not involving the erection of any buildings.  
(b) Lots 5, 6, 9 and 10, Block 4, and Lots 5, 6, 7 and 8, Block 7, shall be used for the construction of single family dwellings.
  - (c)

- (c) All of the Lots in Block 6, Lots 5 through 8, both inclusive, Block 7, and Lots 1, 2, 4, and 5, Block 5, may be used for any of the purposes permitted in sub-paragraphs (a) and (b) hereinabove and, in addition, may be used for three-family or four-family dwellings, but said lots shall be used or occupied for no other purpose.
- (d) Lot 3, Block 5, may be used for any of the purposes permitted in sub-paragraphs (a), (b) and (c) above, and in addition, may be used for hotels, hospitals, clinics, and doctors' offices for the treatment of human beings, funeral parlor or mortuary, institutions of an educational, philanthropic or eleemosynary nature, private clubs, fraternities, lodges, excepting those the chief activity of which is a service customarily carried on as a business, retail stores, office buildings, studios, filling stations, bakeries (not employing more than four persons), ice delivery stations, newspaper depots, laundry and cleaning depots, parking lots, photograph shops, shoe repair shops, barber and beauty shops, outdoor advertising signs and outdoor advertising structures, but only when attached to, or made part of the commercial structure, but said lot shall not be used or occupied for any other purpose.

2. On any lot to be used for residence purposes, no structures shall be erected, altered, placed or permitted to remain other than one detached dwelling together with a suitable number of outbuildings and such outbuildings as may be approved in writing by the zoning board.

3. No parcel of ground less than a whole lot unassessed, platted and recorded shall be at any time subdivided or otherwise transferred subject to the restrictions contained herein and no parcel of ground less than a whole lot unassessed, separate building or structure shall be erected thereon, unless to apply to Lot 3, Block 5, which may be subdivided into two or more parcels, provided that the restrictions contained herein shall apply to the entire lot.

4. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

5. No trailer, basement, tent, shack, garage, barn or other outbuildings placed or erected on any lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

6. The main floor of all structures shall contain the following minimum square foot area (exclusive of garages and porches):

- (a) 1,100 square feet in single-family, one story dwellings.
- (b) 700 square feet on single-family, two story dwellings.
- (c) 1,600 square feet for duplexes of one story.
- (d) 1,000 square feet for duplexes of two stories.
- (e) In the case of a threeplex or fourplex, each of the living units shall contain not less than 650 square feet of living area, and shall contain paved off-street parking for a minimum of three cars for a threeplex or four cars for a fourplex.
- (f) In the case of single family dwellings or duplexes a carport or garage sufficient for two cars shall in every case be required.

7. No garage shall be built in the basement of any dwelling unless the floor thereof be at grade level of the entrance thereto.

8. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

- (a) Front yard - forty (40') feet.
- (b) Side yard - ten (10') feet.
- (c) Rear yard - thirty-five (35') feet.
- (d) Corner lot - in all cases where a corner lot is used for residential purposes, it is required to set back only the building lines, and not the property lines, by the distance of twenty-five (25') feet from the front and side property lines.

yard requirement for residences of lots fronting upon such street, except that where there are no lots fronting upon said street, the side-yard requirements only shall apply, except that if the main entrance of the residence opens upon the lesser street-side yard, such yard shall be not less than one-half of the front yard requirements, one of the remaining yards shall be in conformity with the rear-yard requirements, and the other remaining yard shall be in conformity with the interior side-yard requirement.

- (e) These setback requirements shall not apply to Lot 3, Block 5, which shall be governed by the restrictions contained in the deeds.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

10. A perpetual easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, the Metropolitan Utilities District, Northern Natural Gas, and any sewer or other improvement district lawfully organized or to be organized, which includes this property, the successors, executors and assigns of each, to construct, maintain, operate, repair and remove any underground sewer, water and gas lines to street and operate, maintain, repair and replace poles with necessary supports, sustaining wires, cross arms, guys and hardware, and other instrumentalities, and to extend the same from time to time and the transmission of electric current, gas lights, heat and power, and the air telephone, telegraph and message services, and all other

across the five (5') feet adjoining the rear and side boundary lines of each of the above described lots for the use and benefit of the owners and occupants of said lots.

11. The reservations stated in paragraph 9 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of the said lots executed and recorded in the manner provided by law.

13. In addition to the covenants herein contained, each owner and occupant of any of the lots herein described shall observe and obey all valid provisions of any zone ordinance of the city of Omaha and all other laws and regulations which may become applicable to the described property.

14. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described, shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, 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 for such violation. Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

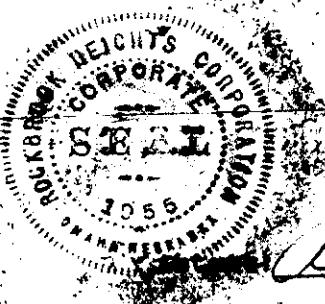
16. Each and every provision herein shall bind and impose to the benefit of the undersigned, his successors, executors and administrators.

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and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots above described.

IN WITNESS WHEREOF, the said Rockbrook Heights Corporation has caused these presents to be executed in its name by its president, attested by its secretary and its corporate seal affixed hereto this 27 day of July, 1955.

ROCKBROOK HEIGHTS CORPORATION,  
A Nebraska Corporation,



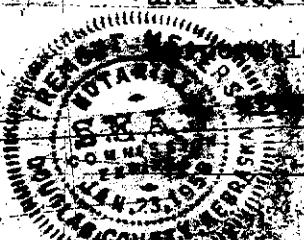
Beth Allen  
Secretary

Laurence H. Myers  
President

STATE OF NEBRASKA : ss  
COUNTY OF DOUGLAS

On this 27 day of July, 1955, before me, a Notary Public in and for said county, personally came the above named Laurence H. Myers, who is personally known to me to be the identical person whose signature is affixed to the above instrument as president of Rockbrook Heights Corporation, a Nebraska Corporation, and he acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Notary Public - I affix my hand and Official Seal on this date last year.



James J. Dugay

1986-671

# ROCKBROOK HEIGHTS

BLOCKS 11 THROUGH 20, INCLUSIVE,  
LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 10

A SUBDIVISION OF A PART OF THE WEST 1/2 OF  
THE NW 1/4 OF SEC. 33-15-12  
ALL IN DOUGLAS COUNTY, NEBRASKA

ROCKBROOK HEIGHTS  
PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, ROCKBROOK HEIGHTS CORPORATION, a Nebraska Corporation, being the owner of all of the lots in each of Blocks 1 through 10, both inclusive, all in Rockbrook Heights, a Sub-Division of a part of the West One-half ( $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 33, Township 15 North, Range 12 East of the Sixth P.M., Douglas County, Nebraska does hereby state, declare and publish that all of said lots in said blocks are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, namely:

1. No lots in said subdivision shall be used or occupied for any purpose other than the purposes herein authorized, to-wit:
- (a) No lots in Blocks 1, 2, 3, 5, 6, 9 and 10, Lots 1 through 7, both inclusive, Block 4, and lots 1 through 4, both inclusive, Block 7 shall be used or occupied for any other purpose than single-family dwellings, home occupations, churches, colleges and universities, schools, elementary, junior and high, publically owned and operated libraries, museums, parks, playgrounds, fire stations, community buildings, non-commercial recreational uses, agricultural (when conducted exclusively for the use of the occupants of the dwelling located on the premises), accessory buildings (as hereinafter limited), and uses customarily incident to any of the above uses when located on the same lot and not involving the conduct of any business.
  - (b) Lots 8 through 14, both inclusive, Block 4, may be used for any of the purposes permitted in sub-paragraph (a) above, and, in addition, may be used for two-family dwellings, but said lots shall be used or occupied for no other purpose.

- (c) All of the Lots in Block 6, Lots 5 through 8, both inclusive, Block 7, and Lots 1, 2, 4, and 5, Block 5, may be used for any of the purposes permitted in sub-paragraphs (a) and (b) hereinabove and, in addition, may be used for three-family or four-family dwellings, but said lots shall be used or occupied for no other purpose.
- (d) Lot 3, Block 5, may be used for any of the purposes permitted in sub-paragraphs (a), (b) and (c) above, and in addition, may be used for hotels, hospitals, clinics, and doctors' offices for the treatment of human beings, funeral parlor or mortuary, institutions of an educational, philanthropic or eleemosynary nature, private clubs, fraternities, lodges, excepting those the chief activity of which is a service customarily carried on as a business, retail stores, office buildings, studios, filling stations, bakeries (not employing more than four persons), ice delivery stations, newspaper depots, laundry and cleaning depots, parking lots, photograph shops, shoe repair shops, barber and beauty shops, outdoor advertising signs and outdoor advertising structures, but only when attached to, or made part of the commercial structure, but said lot shall not be used or occupied for any other purpose.
2. On any lot to be used for residence purposes, no structures shall be erected, altered, placed or permitted to remain other than one detached dwelling together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned.
3. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot, and no parcel of ground less than a whole lot shall be used as a separate building site; provided, however, this provision shall not apply to Lot 3, Block 5. The height for single-family dwellings or multiple family dwellings shall not exceed two stories.

4. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

5. No trailer, basement, tent, shack, garage, barn or other outbuildings placed or erected on any lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

6. The main floor of all structures shall contain the following minimum square foot area (exclusive of garages and porches):

(a) 1,100 square feet in single-family, one story dwellings.

(b) 700 square feet on single-family, two story dwellings.

(c) 1,500 square feet for duplexes of one story.

(d) 1,000 square feet for duplexes of two stories.

(e) In the case of a threeplex or fourplex, each of the living units shall contain not less than 650 square feet of living area, and shall contain paved off-street parking for a minimum of three cars for a threeplex or four cars for a fourplex.

(f) In the case of single family dwellings or duplexes, a carport or garage sufficient for two cars shall in every case be required.

7. No garage shall be built in the basement of any dwelling unless the floor thereof be at grade level at the entrance thereto.

8. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

(a) Front yard - forty (40') feet.

(b) Side yard - ten (10') feet.

(c) Rear yard - thirty-five (35') feet.

(d) Corner lot - in all cases where a corner lot is used for residential purposes, irrespective of which way the dwelling faces, one street side yard shall comply with

the front yard setback requirements, and the other street side yard shall be not less than one-half of the front

yard requirement for residences of lots fronting upon such street, except that where there are no lots fronting upon said street, the side-yard requirements only shall apply, except that if the main entrance of the residence opens upon the lesser street-side yard, such yard shall be not less than one-half of the front yard requirements, one of the remaining yards shall be in conformity with the rear-yard requirements, and the other remaining yard shall be in conformity with the interior side-yard requirement.

(e) These setback requirements shall not apply to Lot 3, Block 5, which shall be governed by the restrictions contained in the deeds.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

10. A perpetual easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, the Metropolitan Utilities District, Northern Natural Gas, and any sewer or other improvement district lawfully organized or to be organized, which includes this property, the successors, lessees and assigns of each, to construct, maintain, operate, repair and remove any underground sewer, water and gas lines to erect and operate, maintain, repair and renew poles with necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for lights, heat, and power, and for all telephone, telegraph and message purposes, on, above, under or

across the five (5) feet adjoining the rear and side boundary lines of each of the above described lots for the use and benefit of the owners and occupants of said lots.

11. The reservations stated in paragraph 9 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of the said lots executed and recorded in the manner provided by law.

13. In addition to the covenants herein contained, each owner and occupant of any of the lots herein described shall observe and obey all valid provisions of any zone ordinance of the city of Omaha and all other laws and regulations which may become applicable to the described property.

14. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described, shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, 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 for such violation.

Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees.

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and their heirs, devisees, representatives, successors, assigns and grantees; and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots above described.

IN WITNESS WHEREOF, the said Rockbrook Heights Corporation has caused these presents to be executed in its name by its president, attested by its secretary and its corporate seal affixed hereto this 27 day of July, 1955.

ROCKBROOK HEIGHTS CORPORATION,  
A Nebraska Corporation,

By Laurence H. Myers  
President

S. E. I.

Bethellen  
Secretary

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 27 day of July, 1955, before me, a Notary Public in and for said county, personally came the above named Laurence H. Myers, who is personally known to me to be the identical person whose signature is affixed to the above instrument as president of Rockbrook Heights Corporation, a Nebraska Corporation, and he acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Official Seal on the date last aforesaid.

Laurence H. Myers  
Notary Public

14. ENTERED IN NUMERICAL ORDER AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.  
22 DAY OF JULY 1955 M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

20.90

ROCKBROOK HEIGHTS  
PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, ROCKBROOK HEIGHTS CORPORATION, a Nebraska Corporation, being the owner of all of the lots in each of Blocks 1 through 10, both inclusive, all in Rockbrook Heights, a Sub-Division of a part of the West One-half ( $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 33, Township 15 North, Range 12 East of the Sixth P.M., Douglas County, Nebraska, does hereby state, declare and publish that all of said lots in said blocks are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, namely:

1. No lots in said subdivision shall be used or occupied for any purpose other than the purposes herein authorized, to-wit:
  - (a) No lots in Blocks 1, 2, 3, 8, 9 and 10, Lots 1 through 7, both inclusive, Block 4, and Lots 1 through 4, both inclusive, Block 7 shall be used or occupied for any other purpose than single-family dwellings, home occupations, churches, colleges and universities, schools, elementary, junior and high, publically owned and operated libraries, museums, parks, playgrounds, fire stations, community buildings, non-commercial recreational uses, agricultural (when conducted exclusively for the use of the occupants of the dwelling located on the premises), accessory buildings (as hereinafter limited), and uses customarily incident to any of the above uses when located on the same lot and not involving the conduct of any business.
  - (b) Lots 8 through 14, both inclusive, Block 4, may be used for any of the purposes permitted in sub-paragraph (a) above, and, in addition, may be used for two-family dwellings, but said lots shall be used or occupied for no other purpose.

(c) All of the lots in Block 6, Lots 5 through 8, both inclusive, Block 7, and Lots 1, 2, 4, and 5, Block 5, may be used for any of the purposes permitted in sub-paragraphs (a) and (b) hereinabove and, in addition, may be used for three-family or four-family dwellings, but said lots shall be used or occupied for no other purpose.

(d) Lot 3, Block 5, may be used for any of the purposes permitted in sub-paragraphs (a), (b) and (c) above, and in addition, may be used for hotels, hospitals, clinics, and doctors' offices for the treatment of human beings, funeral parlor or mortuary, institutions of an educational, philanthropic or eleemosynary nature, private clubs, fraternities, lodges, excepting those the chief activity of which is a service customarily carried on as a business, retail stores, office buildings, studios, filling stations, bakeries (not employing more than four persons), ice delivery stations, newspaper depots, laundry and cleaning depots, parking lots, photograph shops, shoe repair shops, barber and beauty shops, outdoor advertising signs and outdoor advertising structures, but only when attached to, or made part of the commercial structure, but said lot shall not be used or occupied for any other purpose.

2. On any lot to be used for residence purposes, no structures shall be erected, altered, placed or permitted to remain other than one detached dwelling together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned.

3. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot, and no parcel of ground less than a whole lot shall be used as a separate building site; provided, however, this provision shall not apply to Lot 3, Block 5. The height for single-family dwellings or multiple-family dwellings shall not exceed two stories.

4. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.

5. No trailer, basement, tent, shack, garage, barn or other outbuildings placed or erected on any lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.

6. The main floor of all structures shall contain the following minimum square foot area (exclusive of garages and porches):

- (a) 1,100 square feet in single-family, one story dwellings.
- (b) 700 square feet on single-family, two story dwellings.
- (c) 1,600 square feet for duplexes of one story.
- (d) 1,000 square feet for duplexes of two stories.
- (e) In the case of a threeplex or fourplex, each of the living units shall contain not less than 650 square feet of living area, and shall contain paved off-street parking for a minimum of three cars for a threeplex or four cars for a fourplex.
- (f) In the case of single family dwellings or duplexes, a carport or garage sufficient for two cars shall in every case be required.

7. No garage shall be built in the basement of any dwelling unless the floor thereof be at grade level at the entrance thereto.

8. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

- (a) Front yard - forty (40') feet.
- (b) Side yard - ten (10') feet.
- (c) Rear yard - thirty-five (35') feet.
- (d) Corner lot - in all cases where a corner lot is used for residential purposes, irrespective of which way the dwelling faces, one street side yard shall comply with the front yard setback requirements, and the other street side yard shall be not less than one-half of the front

yard requirement for residences of lots fronting upon such street, except that where there are no lots fronting upon said street, the side-yard requirements only shall apply, except that if the main entrance of the residence opens upon the lesser street-side yard, such yard shall be not less than one-half of the front-yard requirements, one of the remaining yards shall be in conformity with the rear-yard requirements, and the other remaining yard shall be in conformity with the interior side-yard requirement.

- (e) These setback requirements shall not apply to Lot 3, Block 5, which shall be governed by the restrictions contained in the deeds.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

10. A perpetual easement is hereby granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, the Metropolitan Utilities District, Northern Natural Gas, and any sewer or other improvement district lawfully organized or to be organized, which includes this property; the successors, lessees, and assigns of each, to construct, maintain, operate, repair and remove any underground sewer, water and gas lines to erect and operate, maintain, repair and renew poles with necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for lights, heat, and power, and for all telephone, telegraph and message purposes, on, above, under or

across the five (5) feet adjoining the rear and side boundary lines of each of the above described lots for the use and benefit of the owners and occupants of said lots.

11. The reservations stated in paragraph 9 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years after the date hereof; at the expiration of which time they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of the said lots executed and recorded in the manner provided by law.

13. In addition to the covenants herein contained, each owner and occupant of any of the lots herein described shall observe and obey all valid provisions of any zone ordinance of the city of Omaha and all other laws and regulations which may become applicable to the described property.

14. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described, shall have the right to commence or prosecute any proper proceedings at law or in equity, civil or criminal, against the person or persons violating or attempting to violate any such covenant, and either to prevent them from so doing or to recover damages for such violation.

Nothing contained in this instrument shall in any wise be construed as imposing any liability or obligation for its enforcement upon the undersigned.

15. Each of the provisions hereof is several and separable. Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. Each and every provision hereof shall bind and insure to the benefit of the undersigned, its successors, assigns and grantees.

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and their heirs, devisees, representatives, successors, and assigns  
and grantees; and shall run with the land for the benefit of and  
imposed upon subsequent owners of each of the lots above described.

IN WITNESS WHEREOF, the said Rockbrook Heights Corporation has  
caused these presents to be executed in its name by its president,  
attested by its secretary and its corporate seal affixed hereto

this 27 day of July, 1955.

ROCKBROOK HEIGHTS CORPORATION,  
A Nebraska Corporation,

*Laurence Myers*  
President

*Bartillen*  
Secretary

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 27 day of July, 1955, before me, a Notary Public  
in and for said county, personally came the above named Laurence  
H. Myers, who is personally known to me to be the identical person  
whose signature is affixed to the above instrument as president of  
Rockbrook Heights Corporation, a Nebraska Corporation, and he ack-  
nowledged the execution of said instrument to be his voluntary act  
and deed as such officer and the voluntary act and deed of said  
corporation.

Witness my hand and Official Seal on the date last aforesaid.

*James H. Myers*  
Notary Public

14. DEED OF REVERSION - This instrument is recorded under the record title of the above corporation in Douglas County, Nebraska.

27.90

## ROCKBROOK HEIGHTS

## PROTECTIVE COVENANTS AND EASEMENTS

The undersigned, ROCKBROOK HEIGHTS CORPORATION, a Nebraska Corporation, being the owner of the lots in each of Blocks Eleven (11) through Twenty (20), both inclusive, all in Rockbrook Heights, a subdivision of a part of the West One-half ( $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-three (33), Township Fifteen (15) Range Twelve East of the Sixth P.M., Douglas County, Nebraska, does hereby state, declare and publish that all of said lots in said blocks are and shall be owned, conveyed and used under and subject to the following covenants, conditions, restrictions and easements, namely:

1. No lots in said subdivision shall be used or occupied for any purpose other than the purposes herein authorized, to-wit:
  - (a) No lots in Blocks 11, 12, 17, 18, 19 and 20, and lots 1 through 4, both inclusive, Block 13, shall be used or occupied for any other purpose than single-family dwellings, home occupations, churches, colleges and universities, schools, elementary, junior and high, publicly owned and operated libraries, museums, parks, playgrounds, fire stations, commodity buildings, non-commercial recreational uses, agricultural (when conducted exclusively for the use of the occupants of the dwelling located on the premises), accessory buildings (as hereinafter limited), and uses customarily incident to any of the above uses when located on the same lot and not involving the conduct of any business.
  - (b) All of the lots in Blocks 15 and 16 may be used for any of the purposes permitted in sub-paragraph (a) above, and in addition, may be used for two-family dwellings, but said lots shall be used or occupied for no other purpose.

- (c) All of the lots in Block 14, and Lots 5 through 8, both inclusive, in Block 13, may be used for any of the purposes mentioned in subparagraphs (a) and (b) hereinabove and, in addition, may be used for three-family or four-family dwellings, but said lots shall be used or occupied for no other purpose.
2. On any lot to be used for residence purposes, no structures shall be erected, altered, placed or permitted to remain other than one detached dwelling together with a private garage or carport, and such outbuildings as may be approved in writing by the undersigned.
3. No parcel of ground less than a whole lot as surveyed, platted and recorded shall be at any time sold, conveyed, willed or otherwise transferred except to the owner of a contiguous whole lot, and no parcel of ground less than a whole lot shall be used as a separate building site. The height for single-family dwellings or multiple family dwellings shall not exceed two stories.
4. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or become an annoyance or nuisance.
5. No trailer, basement, tent, shack, garage, barn or other outbuildings platted or erected on any lot shall at any time be used as a residence, nor shall any structure of a temporary character ever be used as a residence.
6. The main floor of all structures shall contain the following minimum square foot area (exclusive of garages and porches):

- (a) 1,100 square feet in single-family, one story dwellings.
  - (b) 700 square feet on single-family, two story dwellings.
  - (c) 1,600 square feet for duplexes of one story.
  - (d) 1,000 square feet for duplexes of two stories.
- (e) In the case of a threeplex or fourplex, each of the living units shall contain not less than 650 square feet of living room, and shall contain paved off-street parking for a minimum of three cars for a threeplex or four cars for a fourplex.

(f) In the case of single family dwellings or duplexes a carport or garage sufficient for two cars shall in every case be required.

7. No garage shall be built in the basement of any dwelling unless the floor thereof be at grade level at the entrance thereto.

8. The minimum building setback lines (excluding steps and unenclosed porches) shall be as follows:

(a) Front yard - forty (40') feet.

(b) Side Yard - ten (10') feet.

(c) Rear yard - thirty-five (35') feet.

(d) Corner lot - in all cases where a corner lot is used for residential purposes, irrespective of which way the dwelling faces, one street-side yard shall comply with the front yard setback requirements, and the other street side yard shall be not less than one-half of the front yard requirement for residences of lots fronting upon such street, except that where there are no lots fronting upon said street, the side-yard requirements only shall apply, except that if the main entrance of the residence opens upon the lesser street-side yard, such yard shall be not less than one-half of the front yard requirements, one of the remaining yards shall be in conformity with the rear-yard requirements, and the other remaining yard shall be in conformity with the interior side-yard requirement.

9. No garden or field crops shall be grown upon that portion of any lot nearer to the street than provided for minimum building setback lines; and no trees, shrubs, hedges or other plants shall be maintained or permitted in such proximity to any lot line as will interfere with the use and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

10. ~~That the owners of the property granted to the Northwestern Bell Telephone Company, the Omaha Public Power District, the Omaha Municipal Light District, the Omaha Natural Gas, and any other persons or corporation or district lawfully organized or to be organized, which includes this property, the successors, lessees and assigns of each, to construct, maintain, operate, repair and remove any underground sewer, water and gas lines to erect and operate, maintain, repair and renew poles with necessary supports, sustaining wires, cross arms, guys and anchors, and other instrumentalities, and to extend thereon wires for carrying and transmission of electric current for lights, heat, and power, and for all telephone, telegraph and message purposes, on, above, under or across the five (5') feet adjoining the rear and side boundary lines of each of the above described lots for the use and benefit of the owners and occupants of said lots.~~

11. The reservations stated in paragraph 9 above include the right to excavate and to trim or remove trees, shrubs, vegetation or improvements thereon if necessary.

12. The covenants and restrictions herein set forth shall run with the land and shall be binding upon all persons for a period of twenty-five (25) years after the date hereof, at the expiration of which time they shall be automatically extended for successive periods of ten (10) years unless they are changed, in whole or in part, by written agreement among the then owners of a majority of the said lots executed and recorded in the manner provided by law.

13. In addition to the covenants herein contained, each owner and occupant of any of the lots herein described shall observe and obey all valid provisions of any zone ordinance of the city of Omaha and all other laws and regulations which may become applicable to the described property.

14. If any person shall violate or attempt to violate any of the covenants herein contained, any other person or persons owning or occupying any of the property herein described shall have the right to commence or prosecute any proper proceedings at law or in

~~any provision to the contrary contained in any instrument or document now or hereafter made or executed by the undersigned, the undersigned hereby states that such provision is hereby rejected and that the undersigned does not intend to be bound thereby. Any provision in any instrument or document now or hereafter made or executed by the undersigned purporting to bind him or her in accordance with such provision is hereby rejected and shall not bind him or her.~~

15. Each of the provisions hereof is several and severable.

Invalidation of any such provision by a judgment, decree or order of any court, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. Each and every provision hereof shall bind and inure to the benefit of the undersigned, its successors, assigns and grantees, and their heirs, devisees, representatives, successors, assigns and grantees, and shall run with the land for the benefit of and imposed upon subsequent owners of each of the lots above described.

IN WITNESS WHEREOF, the said Rockbrook Heights Corporation has caused these presents to be executed in its name by its president, attested by its secretary and its corporate seal affixed hereto this 19th day of October, 1955.

ROCKBROOK HEIGHTS CORPORATION,  
A Nebraska Corporation,

*B. H. Allen*  
By *B. H. Allen*  
Secretary

By *Laurance H. Myers*  
President

STATE OF NEBRASKA

: ss

COUNTY OF DOUGLAS

On this 19th day of October, 1955, before me, a Notary Public in and for said county, personally came the above named Laurance H. Myers, who is personally known to me to be the identical person whose signature is affixed to the above instrument as president of Rockbrook Heights Corporation, a Nebraska Corporation, and he acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Notary Public  
State of Nebraska  
County of Douglas  
Date Oct 19 1955  
Signature Laurance H. Myers  
Commissioned Oct 19 1955  
Term expires Oct 19 1956

- 5 -

1. ENTERED IN MUNICIPAL RECORDS AND INDEXES IN THE RECORDS OF CLERK'S OFFICE OF DOUGLAS COUNTY, NEBRASKA  
21 DAY OCT 1955  
CLERK DOUGLAS COUNTY NEBRASKA

# Rockbrook Heights

## Plat and Dedication

Filed \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

Grants a perpetual easement in favor of

Omaha Public Power District,

U.S. West Communications

Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,  
and/or

*No eas*

for utility, installation and maintenance  
on, over, through, under and across  
or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

\*\*\*\*\*  
Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants

Protective Covenants  
or

Filed 1-28-55, in Book 300 at Page 313, Instrument No. \_\_\_\_\_

Omaha Public Power District,  
U.S. West Communications

Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,

and/or  
Northern Natural Gas and Any Sewer or Other Improvement  
district  
for utility, installation and maintenance

on, over, through, under and across  
or

adjacent lot  
a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

\*\*\*\*\*  
Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

# Rockbrook Heights

## Plat and Dedication

Filed 980, in Book 671 at Page 671, Instrument No. \_\_\_\_\_  
Grants a perpetual easement in favor of  
Omaha Public Power District,  
U.S. West Communications  
Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and /or

No  
Eas

for utility, installation and maintenance  
on, over, through, under and across  
or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

\*\*\*\*\*  
Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants

300-313 filed

Protective Covenants

or

Omaha Public Power District,  
U.S. West Communications

Northwestern Bell Telephone Company

and any cable company granted a cable television franchise system,

and/or  
MUD, Northern Natural Gas & Any Sewer or Other Improvement District  
for utility, installation and maintenance  
on, over, through, under and across

or

adjoining Rear

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

\*\*\*\*\*  
Easement Right of Way 12, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

Notice 314-21 filed 9-17-56 Copy

# Rockbrook Heights

## Plat and Dedication

Filed \_\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_  
Grants a perpetual easement in favor of  
Omaha Public Power District,  
U.S. West Communications  
Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,  
and /or

*NO eas*

for utility, installation and maintenance  
on, over, through, under and across  
or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Any additional info,

\*\*\*\*\*  
Declaration of Covenants, Conditions, Restrictions and Easements,  
Restrictive Covenants

Protective Covenants  
or

Filed 1-28-55, in Book 300 at Page 313, Instrument No. \_\_\_\_\_

Omaha Public Power District,  
U.S. West Communications

Northwestern Bell Telephone Company  
and any cable company granted a cable television franchise system,

and /or  
Northern Natural Gas and Any Sewer or Other Improvement  
for utility, installation and maintenance  
District

on, over, through, under and across  
or

adjoining rear

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

\*\*\*\*\*  
Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_  
Dated \_\_\_\_\_ Filed \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_