

PROTECTIVE COVENANTS

These 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, 1995:

Lots 131 through 145 both inclusive and Lots 158 through 221 both inclusive, in METAL WOOD ESTATES, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

A. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed two-and one-half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses.

C. No residential structure shall be erected or placed on any building plot which has an area of less than ten thousand (10,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than thirty-five feet to the rear lot line nor nearer than forty feet to the front lot line, nor shall any building (except a detached garage) be located nearer than ten feet to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements and the other street-side yard shall not be less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha shall by resolution permit a lesser set back side yard, rear yard or plot area for any building plot, then as to such plot the determination of said Board shall automatically supersede these Covenants.

D. 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. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles or incinerators shall be erected, placed or permitted on any building plot. All tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure, unless written approval therefor is obtained from the undersigned. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All plots shall be kept free of all types of trash and debris. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised,

brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the them owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. Prior to commencement of construction of any structures, (including fences) the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned. All exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. All curb cuts must be made with a clean cutting cement saw so that the curb will be left smooth and free of patches.

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open breezeways, basements and garages, shall be not less than the following minimum sizes:

- 1) 1400 square feet for one-story dwellings.
- 2) 1500 square feet for split-level dwellings.
- 3) 1000 square feet for one-and-one-half or two-story dwellings.

(On split-level dwellings, the "ground floor" shall be deemed to include all living areas except such areas as are constructed on top of a living area)

For each single-family dwelling there must also be erected a private garage for not less than two cars (each car stall to be of a minimum size of ten feet by twenty-one feet).

H. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide at the minimum set-back line, and as large in area as the largest of said lots as originally platted.

I. Public concrete sidewalks, four feet wide by four inches thick, shall be installed by the them owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Such sidewalks shall be installed at time of completion of the erection of the main structure upon each lot. The sidewalk edge nearest the lot line shall be located one foot outside the lot line, or at such other location as the undersigned owners shall specify in writing.

J. If construction of the main residential structure on any lot is not completed within five years from date on the face of the original deed from the undersigned, then the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the them owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the them owner of record at his last known address. This provision and option shall not preclude the right of any bona-fide mortgagee to enforce its mortgage, exercise any of its rights, and foreclose and sell the mortgaged parcel free and clear of this option right.

K. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; and said license being granted for the use and benefit of all present and future owners of lots in said Addition. All such utility lines from the lines on the easement way to any structures on said lots must be located underground, and electric service to the main residential structure must provide a minimum of 3-wire service with carrying capacity of 200 amperes.

L. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 31 of Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the owner of all ~~the~~ real estate, have caused these presents to be duly executed this day of January, 1967.

ROTALWOOD ESTATES, INC.

Attest Stanley M. Schuman
Secretary

Millard R. Seelby
President

STATE OF NEBRASKA } On the day and year last above written before me, the
COUNTY OF DOUGLAS } ss. undersigned, a Notary Public in and for said County,
} personally came MILLARD R. SEELBY, President of
} Royalwood Estates, Inc. (a corporation) to me personally known to be the Presi-
} dent and the identical person whose name is affixed to the above Protective
} 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 last above written.

Stanley Schuman
Notary Public

My Commission Expires:

January 4, 1970



BOOK 452 PAGE 92

RECEIVED

1967 AUG 2 PM 2 45

THOMAS J. O'CONNOR
REGISTER OF RECORDS
BINGHAM COUNTY, IDAHO

THE STATE OF IDAHO
Bingham County
Entered in Register Index and filed
in Record in the office of the Register of
Deeds of said County and recorded in
Book 452 page 89

James J. O'Connor

Deputy

MAIL 70-4544
ETC B.M.P.S.
N 2 at 2
Completed

392 393 394

PROTECTIVE COVENANTS

These 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, 1995:

Lots 1 through 112, in ROYALWOOD ESTATES, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

A. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot", as hereinafter defined, other than one detached single-family dwelling not to exceed two-and-one-half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses.

C. No residential structure shall be erected or placed on any building plot which has an area of less than ten thousand (10,000) square feet; and such a plot of said minimum dimension when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than thirty-five feet to the rear lot line nor nearer than forty feet to the front lot line, nor shall any building (except a detached garage) be located nearer than ten feet to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements and the other street-side yard shall be not less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha shall by resolution permit a lesser set back side yard, rear yard or plot area for any building plot, then as to such plot the determination of said Board shall automatically supersede these Covenants.

D. 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. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles or incin-

erators shall be erected, placed or permitted on any building plot. All tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure, unless written approval therefor is obtained from the undersigned. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All plots shall be kept free of all types of trash and debris. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

F. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. Prior to commencement of construction of any structures, (including fences) the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned. All exposed foundation walls of all main residential structures must be constructed of, or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. All curb cuts must be made with a clean cutting, permanent saw so that the curb will be left smooth and free of patches.

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open fireplaces, basements and garages, shall be not less than the following minimum sizes:

- 1) 1400 square feet for one-story dwellings.
- 2) 1300 square feet for split-level dwellings.
- 3) 1000 square feet for one-and-one-half or three-story dwellings.

(On split-level dwellings, the "ground floor" shall be deemed to include all living areas except such areas as are constructed on top of a living area.)

For each single family dwelling there must also be erected a private garage for not less than two cars (each car stall to be of a minimum size of ten feet by twenty-one feet).

H. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width, provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide at the minimum set-back line, and as large in area as the largest of said lots as originally platted.

I. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on the front and street side of the following described lots: On Royalwood Drive, side of Lots 15, 36, 24, 38, 39, 41, 45, 56, 57, 58, 59 & 62; on Gold Street on 126th Street side of Lots 93 through 112 inclusive; on Arbor Street side of Lots 77, 78, 79, 80, 85, 86, 87; on Cray Avenue side of Lots 49, 50, 51, 52 & 53 through 58 inclusive; on Martin Street side of Lots 21 through 36 inclusive. Said sidewalks shall be constructed and completed by the then owner at time of completion of the main residential structure and shall be located four feet back of curb line.

J. If construction of the main residential structure on any lot is not completed within five years from date on the face of the original deed from the undersigned, then the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record at his last known address. This provision and option shall not preclude the right of any bona fide mortgagee to enforce its mortgage, exercise any of its rights, and foreclose and sell the mortgaged parcel free and clear of this option right.

K. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, main, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone, telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition. All such utility lines from the lines on the easement way to any structures on said lots must be located underground, and electric service to the main residential structure must provide a minimum of 3-wire service with carrying capacity of 200 amperes.

L. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 51 of Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have caused these presents to be duly executed this 10th day of February,

ROYALWOOD ESTATES, INC.

Attest: *Millard R. Seldin* By: *Millard R. Seldin*
Secretary President

STATE OF NEBRASKA) On the day and year last above written before me,
ss. the undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) county, personally came MILLARD R. SELDIN, Pres-
ident of Royalwood Estates, Inc. (a corporation) to me personally known
to be the President and the identical person whose name is affixed to
the above Protective 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 last above written.

My Commission Expires:

Jan 1964

Notary Public

20 Feb 61 2:12 P

33⁰⁰

Royal Wood Estate

Plat and Dedication

Filed 1-2-61, in Book 1108 at Page 128, 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

W. D. S.

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 2-20-61, in Book 363 at Page 145, 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

for utility, installation and maintenance

on, over, through, under and across

or

adjacent 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 1st, 2nd 3rd or _____ Amendment to _____

Dated _____ Filed _____, Book _____ at Page _____, Instrument No. _____

PROTECTIVE COVENANTS

These 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, 1995:

Lots 1 through 112, in ROYALWOOD ESTATE, a Subdivision, in Douglas County, Nebraska,

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

A. Said lots shall be used only for single-family residential purposes except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or non-profit recreational uses.

B. No structures shall be erected, altered, placed or permitted to remain on any "residential building plot" as hereinafter defined, other than one detached single-family dwelling not to exceed two-and-one-half stories in height, a private garage, attached breezeways and other outbuildings incidental to residential uses.

C. No residential structure shall be erected or placed on any building plot which has an area of less than ten thousand (10,000) square feet and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than thirty-five feet to the rear lot line nor nearer than forty feet to the front lot line, nor shall any building (except a detached garage) be located nearer than ten feet to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements and the other street-side yard shall be not less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha shall by resolution permit a lesser set back side yard, rear yard or plot area for any building plot, then as to such plot the determination of said Board shall automatically supersede these Covenants.

D. 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. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles or incin-

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E. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

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- 1) 1400 square feet for one-story dwellings.
- 2) 1500 square feet for split-level dwellings.
- 3) 1000 square feet for one-and-one-half or three-story dwellings.

(On split-level dwellings, the "ground floor" shall be deemed to include all living areas except such areas as are constructed on top of a living area.)

For each single-family dwelling, there must also be erected a private garage for not less than two cars (each car stall to be of a minimum size of ten feet by twenty-one feet).

H. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide at the minimum set-back line, and as large in area as the largest of said lots as originally platted.

I. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on the front and street side of the following described lots: On Royalwood Drive side of Lots 15, 30, 37, 38, 39, 44, 65, 66, 67, 87, 88 & 112; on Gold Street or 120th Street side of Lots 98 through 112 inclusive; on Arbor Street side of Lots 77, 78, 79, 80, 85, 86, 87; on Cedar Avenue side of Lots 49, 50, 51, 52 & 57 through 64 inclusive; on Martha Street side of Lots 27 through 33 inclusive. Said sidewalks shall be constructed and completed by the then owner at time of completion of the main residential structure and shall be located four feet back of curb line.

J. If construction of the main residential structure on any lot is not completed within five years from date on the face of the original deed from the undersigned, then the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record at his last known address. This provision and option shall not preclude the right of any bona fide mortgagee to enforce its mortgage, exercise any of its rights, and foreclose and sell the mortgaged parcel free and clear of this option right.

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L. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 31 of Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have caused these presents to be duly executed this 10th day of February, 1961.

ROYALWOOD ESTATES, INC.

Attest: Millard R. Seldin
Secretary

By: Millard R. Seldin
President

STATE OF NEBRASKA) On the day and year last above written before me,
ss. the undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) County, personally came MILLARD R. SELDIN, Presi-
dent of Royalwood Estates, Inc. (a corporation) to me personally known
to be the President and the identical person whose name is affixed to
the above Protective 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 last above written.

My Commission Expires:

Jan 1, 1964

Notary Public

34 26 Jan 61 2:12 P.M. THURSDAY MORNING 33

PROTECTIVE COVENANTS

These 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, 1995.

Lots 1 through 112, in ROYALWOOD ESTATES, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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C. No residential structure shall be erected or placed on any building plot which has an area of less than ten thousand (10,000) square feet, and such a plot of said minimum dimensions when used for residential purposes is herein defined as a "residential building plot." Except as hereinafter provided, no building shall be located on any "residential building plot" nearer than thirty-five feet to the rear lot line nor nearer than forty feet to the front lot line, nor shall any building (except a detached garage) be located nearer than ten feet to any side line of any building plot. On corner lots used for residential purposes, regardless of which way the dwelling faces, one street-side yard shall comply with the above front yard requirements and the other street-side yard shall be not less than one-half of the applicable front yard requirement. Notwithstanding the foregoing, if the Board of Appeals of the City of Omaha shall by resolution permit a lesser set back side yard, rear yard or plot area for any building plot, then as to such plot the determination of said Board shall automatically supersede these Covenants.

D. 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. No outside radio, television or other electronic antenna or aerial shall be erected on any building plot without written consent of the undersigned. No posters or advertising signs of any kind (except residential "For Sale" signs not exceeding two feet by two feet in size) shall be erected on any building plot. The above restriction as to signs does not apply to signs erected by the undersigned and its agents in the development and sale of the subdivision. No outside above-ground trash or garbage piles, burners, receptacles or incin-

erators shall be erected, placed or permitted on any building plot. All tanks must be buried beneath ground level. No fences shall be erected in front of the main residential structure, unless written approval therefor is obtained from the undersigned. All weeds and grass shall be kept cut down to a maximum height of eight inches above ground level. All plots shall be kept free of all types of trash and debris. No down spouts, storm or surface drains shall be connected to sanitary sewers. No animals, livestock or poultry of any kind shall be raised, brought or kept on said lots, except that dogs, cats or other household pets are permitted if they are not kept, bred or maintained for any commercial purpose. All excavations, including utility trenches, shall be kept filled, compacted and maintained by the then owner of each plot and in no event will the undersigned or its agents and associated entities be or become liable for such work or maintenance or for any claims arising from such excavations.

E. No trailer, tent, shack, barn or temporary structure shall be placed or erected on said real estate. Only the main residential structure may be occupied as a dwelling and such occupancy shall not be permitted until all exterior construction is fully completed according to approved plans. No building materials shall be placed on any lot until construction has started on the main residential structure.

F. Prior to commencement of construction of any structures, (including fences) the plans and specifications therefor (including lot elevations and plot plans) must be submitted to and approved in writing by the undersigned. All exposed foundation walls of all main residential structures must be constructed of or faced with brick or stone. All driveways must be constructed of concrete, brick, asphalt or laid stone. All curb cuts must be made with a clean cutting cement saw so that the curb will be left smooth and free of patches.

G. The ground floor enclosed living area of main residential structures, exclusive of open porches, open fireplaces, basements and garages, shall be not less than the following minimum sizes:

1) 1100 square feet for one-story dwellings.

2) 1300 square feet for split-level dwellings.

3) 1000 square feet for one-and-one-half or two-story dwellings.

(On split-level dwellings, the "ground floor" shall be deemed to include all living areas except such areas as are constructed on top of a living area.)

For each single family dwelling there must also be erected a private garage for not less than two cars (each car stall to be of a minimum size of ten feet by twenty-one feet).

H. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width, provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide at the minimum setback line, and as large in area as the largest of said lots as originally platted.

I. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on the front and street side of the following described lots: On Royal Wood Drive side of Lots 15, 36, 27, 38, 59, 64, 65, 66, 67, 87, 88 & 121 on Gold Street or 126th Street side of Lots 98 through 112 inclusive; on Arbor Street side of Lots 7, 17, 79, 80, 85, 86, 97, on Creek Avenue side of Lots 49, 50, 51, 52 & 53 through 58 inclusive; on Martin Street side of Lots 27 through 36 inclusive. Said sidewalks shall be constructed and completed by the then owner at time of completion of the main residential structure and shall be located four feet back of curb line.

J. If construction of the main residential structure on any lot is not completed within five years from date on the face of the original deed from the undersigned, then the undersigned shall have the exclusive option for sixty days thereafter to repurchase said lot from the then owner for the same price as the undersigned originally sold said lot. Said option may be exercised by written notice and tender mailed to the then owner of record at his last known address. This provision and option shall not preclude the right of any bona fide mortgagee to enforce its mortgage, exercise any of its rights, and foreclose and sell the mortgaged parcel free and clear of this option right.

K. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, main, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone, telegraph and message service over and upon a five (5) foot strip of land ad joining 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. All such utility lines from the lines on the easement way to any structures on said lots must be located underground, and electric service to the main residential structure must provide a minimum of 3-wire service with carrying capacity of 200 amperes.

L. No water-cooled air conditioning units may be operated or used in any dwelling unless it is operated in conjunction with a water conserving tower or device of a design approved in writing by the undersigned or by the Clerk of Sanitary and Improvement District No. 51 of Douglas County, Nebraska.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, have caused these presents to be duly executed this 10th day of February,

ROYALWOOD ESTATES, INC.

Attest: M. R. Seldin By: M. R. Seldin
Secretary President

STATE OF NEBRASKA) On the day and year last above written before me,
ss. the undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) county, personally came MILLARD R. SELDIN, Pres-
ident of Royalwood Estates, Inc. (a corporation) to me personally known
to be the President and the identical person whose name is affixed to
the above Protective 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 last above written.

My Commission Expires:

Jan 1, 1969

Notary Public

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EASEMENT

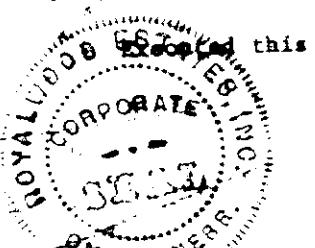
KNOW ALL MEN BY THESE PRESENTS:

That for One Dollar (\$1.00) in hand paid receipt of which is hereby acknowledged and other valuable considerations, ROYALWOOD ESTATES, INC., a Nebraska corporation, does hereby grant to Omaha Public Power District and to Northwestern Bell Telephone Company, their successors and assigns a permanent and perpetual easement to erect and maintain electric and telephone utility facilities along, across, over and under the North Ten (10) feet of Lots One Hundred Thirty-One (131) to One Hundred Forty-One (141), inclusive; the North Ten (10) feet of Lots Two Hundred Five (205) to Two Hundred Thirteen (213), inclusive; the South Ten (10) feet of Lot One Hundred Sixty-Two (162) and of Lots One Hundred Seventy-One (171) to One Hundred Seventy-Three (173), inclusive; the South Ten (10) feet of the West Forty-Five (45) feet of Lot One Hundred Seventy (170); the South-Westerly Ten (10) feet of Lot One Hundred Seventy-Three (173) which abuts and is parallel to the South-Westerly boundary line of said Lot (173); the West Ten (10) feet of Lots One Hundred Sixty-Two (162) to One Hundred Sixty-Four (164), inclusive; the South Five (5) feet of Lots One Hundred Forty-Two (142) and One Hundred Forty-Three (143); the West Five (5) feet of Lots One Hundred Ninety-Nine (199) to Two Hundred Five (205), inclusive; the Easterly Five (5) feet of Lot One Hundred Eighty-Two (182) that abuts and is parallel to the Easterly boundary line of said Lot (182); the Five (5) foot strip of land abutting and parallel to the rear boundary lines of Lots One Hundred Seventy-Four (174) to One Hundred Ninety-Eight (198), inclusive; and Five (5) feet on each side of the common boundary line between Lots One Hundred Thirty-Two (132) and One Hundred Thirty-Three (133), One Hundred Thirty-Four (134) and One Hundred Thirty-Five (135), One Hundred Thirty-Seven (137) and One Hundred Thirty-Eight (138), One Hundred Forty (140) and One Hundred Forty-One (141), One Hundred Forty-Three (143) and One Hundred Forty-Four (144), One Hundred Sixty-One (161) and One Hundred Sixty-Two (162), One Hundred Sixty-Four (164) and One Hundred Sixty-Eight (168), One Hundred Sixty-Four (164) and One Hundred Sixty-Nine (169), One Hundred Sixty-Five (165) and One Hundred Sixty-Six (166), One Hundred Sixty-Five (165) and One Hundred Sixty-Seven (167), One Hundred Sixty-Five (165) and One Hundred Sixty-Eight (168), One Hundred Sixty-Six (166) and One Hundred Sixty-Seven (167), One Hundred Sixty-Seven (167) and One Hundred Sixty-Eight (168), One Hundred Seventy-Five (175) and One Hundred Seventy-Six (176), One Hundred Seventy-Eight

Page two

(178) and One Hundred Seventy-Nine (179), One Hundred Seventy-Eight (178) and One Hundred Eighty (180), One Hundred Eighty-Eight (188) and One Hundred Eighty-Nine (189), One Hundred Ninety-Seven (197) and One Hundred Ninety-Eight (198), Two Hundred (200) and Two Hundred One (201), Two Hundred Three (203) and Two Hundred Four (204), Two Hundred Seven (207) and Two Hundred Eight (208), Two Hundred Ten (210) and Two Hundred Eleven (211), all of aforesaid lots being in ROYAL WOOD ESTATES, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

No permanent buildings, 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.



executed this 21 day of August, 1967.

ROYALWOOD ESTATES, INC.

BY Millard L. Seldin

ITS Pres

ATTEST Theodore M. Seldin
ITS Cecy

STATE OF NEBRASKA)

) SS

COUNTY OF DOUGLAS)

On this 21 day of August, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally came

Millard L. Seldin, President and
Theodore M. Seldin, Secretary of

ROYALWOOD ESTATES, INC., a Nebraska corporation, known personally to me to be the same and identical persons whose names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed and as such officers the voluntary act and deed of the said corporation and that the said corporation was thereto affixed by its authority.

In witness my hand and official Seal at Omaha, Nebraska, in said County the

21st day of August, 1967.

Walter J. Bourke
Notary Public

My commission expires: October 24, 1967

17. CERTIFIED ORIGINATIONAL PAPER AND RECEIVED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

30 DAY August 67 105P. THOMAS L O'CONNOR, REGISTER OF DEEDS 31.50