

PROTECTIVE COVENANTS AND EASEMENTS

TO WHOM IT MAY CONCERN:

The undersigned, who are all of the owners of all of the lots in Armbrust Oaks Estates, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, do hereby state, declare and publish that all of the said lots are and shall be owned, conveyed and held under and subject to the following covenants, restrictions and easements, to-wit:

1. All lots in said Armbrust Oaks Estates shall be known, described and used as single-family residential lots. Not more than one structure shall be built on any one of said lots, provided, however, that this shall not prevent the use of a greater area than one lot as a single building site.
2. For each building and appurtenances thereto, erected upon said lots, there shall be a front yard having a depth of not less than 40 feet and there shall be a side yard of not less than 25 feet in width on each side thereof; lots bordering on two streets may face either street.
3. Each dwelling shall have not less than 1,800 square feet of liveable area for single-floor plans and not less than 2,200 square feet total liveable area for split level and 2-story plans. No basement, porch or garage area may be counted toward square footage of liveable area.
4. Each dwelling shall have a garage of at least 2-car capacity and no carports shall be allowed.
5. A five foot easement across, along, above and under the rear and side boundary lines of each of said lots is reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric and telephone facilities, and each lot is also subject to easements shown on the final plat of Armbrust Oaks Estates.
6. No fences shall be built in the front yard beyond the front line of any dwelling. Fence-like structures designed by architects as part of house plans shall, however, be approved so long as they do not extend into front yard or side yard space as described in No. 2 above.
7. All exposed foundations shall be either brick or stone faced.
8. No trailer, basement, shack, tent, garage, barn or other outbuilding erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
9. Animals shall be limited to household pets.
10. Vacant lots shall be tended so that their appearance is not objectionable.
11. 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 of and maintenance of any street or walk or the unobstructed view of street intersections sufficient for safety.
12. Grading of lots in Armbrust Oaks Estates in preparation for construction of dwellings on said lots shall be kept to a minimum and the natural contours of the land shall be preserved wherever feasible.

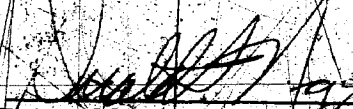

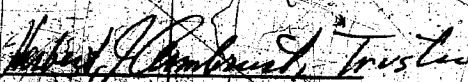
13. If construction of the main residential structure on any lot is not commenced within 2 1/2 years from date on face of original deed from undersigned, or if such construction is not completed within 3 years from said date, then in either case the undersigned shall have the exclusive option for 60 days thereafter to repurchase said lot from the then owner of record for the same price as the undersigned originally sold such lot. Said option, may be exercised by written notice and tender mailed to the then owner. This provision and option shall not preclude the right of any bona fide mortgagee to enforce its mortgage and foreclose and sell the same free and clear of this option.

14. These restrictions shall run with the land and be binding upon all persons for 25 years from date hereof. At expiration of such period they shall be automatically renewed for successive periods of 10 years unless changed in whole or in part by written agreement among the then owners of the majority of said lots, executed and recorded in the manner provided by law, except that the initial period of 25 years plus extensions shall not exceed 99 years.

15. Each of the provisions hereof is several and separable, and invalidation of any such provisions shall not affect any other provisions hereof.

16. The provisions hereof shall bind and inure to the benefit of the undersigned, his heirs and assigns, and to his grantees, both immediate and remote, and their heirs, devisees, personal representatives, successors, assigns and grantees, and shall run with the land for the benefit of and imposed upon all subsequent owners of each of the lots in Arambust Oaks Estates.

In witness whereof, each of the undersigned have executed this instrument and have placed opposite their signatures the lots owned by them in said addition.

		Lot
Donald I. Hogg	Olga Hogg	19
Husband and Wife		
		Owner of all lots in said Addition except Lot 19.
Herbert J. Arambust, Trustee		

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 14 day of July, 1969, before me, a Notary Public in and for said County and State, personally appeared Donald I. Hogg and Olga Hogg, Husband and wife, being personally known to me to be the identical persons who executed the foregoing instrument and they acknowledged their execution of said instrument to be their voluntary act and deed.

Witness my hand and official seal the date last aforesaid.

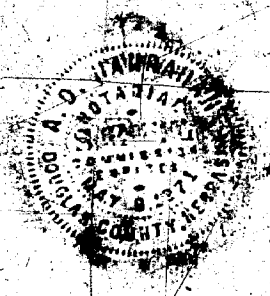



Notary Public
Commission Expires 3-31-1973

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 2 day of July, 1969, before me, a Notary Public in and for said County and State, personally appeared Herbert J. Armbrust, Trustee, being personally known to me to be the identical person who executed the foregoing instrument and he acknowledged his execution of said instrument to be his voluntary act and deed as such trustee.

Witness my hand and Notarial Seal the date last aforesaid.



Herbert J. Armbrust
Notary Public
Commission expires: May 1977

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Muel
69 JUL 2 1969
RECEIVED
STATE OF NEBRASKA
Douglas County
Entered in Records of the Public
for Record in the Office of the Clerk of
County and recorded in
Book 478 of Page
Here
C. Herbert
Notary Public
Muel
Herbert J. Armbrust
W.P.O. 4990
70-625
78
625