

PROTECTIVE COVENANTS AND EASEMENTS

Herbert J. Armbrust, Trustee)
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 To)
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 Whom It May Concern)

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

1. Lots 1 through 14, Armbrust Park Addition shall be known, described and used as single-family, residential lots and no lot will be occupied or used for such residential purposes at a density greater than one single-family residence for each lot.
2. The structure comprising a single-family residence will consist of a detached dwelling designed to accomodate a single person or one family group together with household servant or servants of not more than two and one-half stories in height with an enclosed private garage having two or more bays; said garage must be attached to house structure.
3. All exposed foundations shall be either brick or stone faced.
4. A five foot easement across and along the rear and side boundaries of each of said lots is hereby reserved for the construction, maintenance, operation and repair of sewer, gas, water, electric and telephone facilities.
5. Portland cement public sidewalks, which shall be a minimum of four feet wide by four inches thick, shall be constructed in front of each built-upon lot a minimum distance of four feet from the edge of street pavement and shall otherwise conform to the requirements of the Public Works Department of the City of Omaha, Nebraska. When a lot borders on two streets, a sidewalk shall be constructed along each street for such lots. Such sidewalks shall be constructed by the then owner at the time of the completion of the main structure upon each of said lots.
6. Before any building or structure is commenced upon any lot, the plans and specifications must be submitted for written approval by a majority of a committee initially consisting of Herbert J. Armbrust, William Siert and Joan M. Cimpl. The committee will either approve or disapprove within 15 days after submission. If plans and specifications are disapproved, the reasons therefor will be furnished to owner or builder. If any member of the committee resigns or is unable to serve for any reason, the remaining members or member may fill the vacancy.
7. After commencement thereof all approved or permitted construction on any lot will be as diligently as practicable prosecuted to completion as soon as practicable and no approved or permitted construction will be maintained in uncompleted or unfinished condition for more than eighteen months.
8. No barn, shack, tent, trailer or other movable or temporary structure will be maintained on any lot other than for temporary use or uses appropriate, convenient or necessary for residential purposes for not more than seven days within any calendar year or for use or uses connected and coterminous with approved or permitted construction.
9. No driveway will be constructed or maintained on any lot and connected to or with an adjoining public street through its curb other than by a curb cut effected with a clean-cutting cement saw leaving a smooth and unpatched curb cut and by a construction design leaving a smooth and unpatched union along a line or lines outside the path of water flow along said curb and surfaced, from the line of any intersected public sidewalk nearest such lot to such union with concrete or asphalt, brick or laid stone or other construction material so as to avoid and prevent erosion of water damage to such curb, curb cut sidewalk or street; and no such driveway will be so constructed or maintained and connected across or over an adjoining public sidewalk other than by some method leaving a smooth and unpatched intersection so as to avoid and prevent erosion of, water damage to, cracks in or similar damage to such sidewalk.

