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## PROTECTIVE COVENANTS AND EASEMENTS

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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 accommodate a single person or one family group together with household servant or servants of not more than two and one-half stories in height 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 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 walk other than by some method leaving a smooth and unpatched intersection so as to such and prevent erosion of, water damage to, cracks in or similar damage to such sidewalk.

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- 10. No grass, weeds or other vegetation will be grown or otherwise permitted to commence or continue and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any lot so as to constitute an actual or potential public nuisance, create a hazard of undesirable contagion or proliferation or detract from a
- 11. Wo garden implements, lawn mower or other maintenance equipment not in actual use will be kept or otherwise maintained on any lot, other than in a location out of public view.
- 12. No advertising sign or other poster other than a sign of an area not more than four square feet advertising such lot for sale or a sign or signs belonging to Declarant as owner of such lot will be maintained on any lot.
- 13. No excess or unused building material or materials will be kept, stored or otherwise maintained on any lot in a location within public view, other than for use or uses connected and coterminous with approved or permitted construction; and no junk, rubbish, waste material or other refuse will be abandoned, stored or otherwise maintained on any lot.
- 14. We boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven days within any calendar year; and no automobile, motor cycle, truck or other vehicle will be repaired, torn down or stored on any lot other than in an enclosed structure.
- 15. No birds, livestock, poultry or animals other than domesticated noncommercial pets in no more than reasonable quantity will be bred; kept or otherwise maintained on any lot.
- 16. These restrictions shall run with the land and be binding upon all persons for a period of twenty-five years from the date hereof. At the expiration of such period they shall be automatically extended for successive periods of ten years unless they are 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 twenty-five years plus all extensions shall not exceed ninety-nine years.
- 17. Each of the provisions hereof is several and separable and invalidation of any such provisions shall not affect any other of the provisions hereof.
- 18. 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 his 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 Armbrust Park addition.

IN WITNESS WHEREOF, the undersigned has executed these Protective Covenants and Easements this 30th day of June , 1977.

Herbert J. Granbrust, Trustee - Owner

STATE OF NEBRASKA )

County of Douglas )

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GENERAL HOTARY State of Auba.
JOAN M. STEVENS
STORM My Comm. Eng. July 22, 1979

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