

PROTECTIVE COVENANTS AND EASEMENTS

HERBERT J. ARMBRUST, Trustee

To whom it may concern:

The undersigned, Herbert J. Armbrust, Trustee, being the owner of Lots 21, 22, 32, 33, 34 and 35 in Armbrust Oaks, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, does 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 Addition 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. No building or appurtenance shall be erected on any lots in Armbrust Oaks within 75 feet of the street line bordering said premises, nor within 25 feet of side lot lines, except as follows: Within 50 feet of street line for Lot 32; within 50 feet of street line for Lot 34; and within 50 feet of street line for Lot 35.

3. a) Each dwelling shall have not less than 1800 square feet of liveable area for single floor plans, and not less than 2200 square feet total liveable area for split level and two-story plans.

b) A walkout basement shall be defined as one having at least one complete side (not end) with exterior wall exposed. Garage end or side may be included in the exposed side. Walkout basement space may count toward total living area by this formula: Each square foot of walkout basement space exclusive of garage, laundry room, heating and air conditioning equipment space and storage room, may be counted as one-half a square foot. It is not necessary to count any walkout basement space toward total living area, but if counted, the walkout basement space must count toward a total in accordance with the two-level house requirements, or 2200 square feet.

c) Floor area of porches enclosed with screens or otherwise enclosed, and roofed in the same manner as the house proper, may be counted toward total requirements of any type house by the formula of each square foot being countable as one-half square foot.

d) Any walkout basement or porch area counted toward total living area must be intended as living area, with appropriate design and construction of windows, doors, walls, ceilings and floors.

4. Each dwelling shall have garage of at least a two-car capacity, and no car ports will be allowed.

5. A 5-foot easement across and along the rear and side boundary lines of each of said lots is hereby reserved for the construction, maintenance, operation, and repair of sewer, gas, water, electric, and telephone facilities.

6. No fences shall be built in the front yard beyond the front line of any dwelling.

7. All exposed foundations shall be either brick or stone faced.

8. No trailer, basement, tent, shack, 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 will be tended in such a way that their appearance is not objectionable to the surroundings.

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 and maintenance of any street or walk or the unobstructed view at street intersections sufficient for the safety of pedestrians and vehicles.

12. If construction of the main residential structure on any lot is not commenced within two and one-half years from the date on the face of the original deed from the undersigned, or if such construction is not fully completed within three years from said date, then in either case 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. 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 right.

13. 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.

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

15. No purchaser, owner, or occupant of any of the lots in this Addition shall make or authorize to be made any cuts in the pavement for the purpose of making connection with any facilities for utilities or for any other purpose.

16. The provisions hereof shall bind and inure to the benefit of the undersigned, their heirs and assigns, and to their 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 Armbrust Oaks Addition.

17. Grading of lots in Armbrust Oaks Addition 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.

18. These restrictions shall apply to all other lots in Armbrust Oaks, as tentatively platted, and shall be filed in the office of the Register of Deeds with the plat as each group of lots is platted.

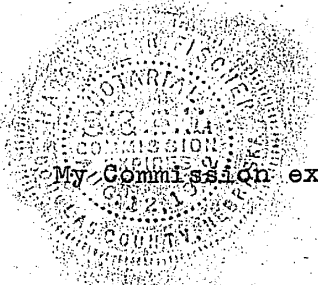
Herbert J. Armbrust, Trustee

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STATE OF NEBRASKA)
 : ss
County of Douglas)

On this 30th day of December, 1960, before me, a Notary Public in and for said County and State, personally appeared HERBERT J. ARMBRUST, TRUSTEE, personally known to me to be the identical person who executed the foregoing Protective Covenants and Easements, and he acknowledged his execution thereof to be his voluntary act and deed.

Elizabeth R. Fischer
Notary Public



My Commission expires on the 12th day of August, 1961

17 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 485
3 DAY Feb 1961 AT 4:02 P M. THOMAS J. O'CONNOR, REGISTER OF DEEDS