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PROTECTIVE COVENANTS AND EASEMENTS

Herbert J. Armbrust, Trustee,)
 et al)
)
 to)
)
 Whom it may concern)

The undersigned, who are all of the owners of all of the lots in Armbrust Oaks 2nd Addition and Armbrust Oaks 3rd Addition, being additions in Douglas County, Nebraska as surveyed, platted and recorded, 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 Additions 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 within 75 feet of the street line bordering said premises, nor within 25 feet of the side lot lines, except the front set back shall be a minimum of 50 feet from street lines bordering said premises for the following lots: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 29, 30, 31, (42), 34, 35, 36 and 37.

3. a) Each dwelling shall have not less than 1800 square feet of livable area for single floor plans and not less than 2200 square feet total livable 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 of 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 a 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 these Additions 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 these additions shall make or authorize to be made any cuts in the pavements 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 2nd and 3rd Additions.

17. Grading of lots 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.

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

Bruce L. Workman
Bruce L. Workman

Lot 31, Armbrust Oaks 2nd Addition

Joanne J. Workman
Joanne J. Workman

Lot 31, Armbrust Oaks 2nd Addition

Richard T. Scott
Richard T. Scott

Lot 20, Armbrust Oaks 2nd Addition

Paula M. Scott
Paula M. Scott

Lot 20, Armbrust Oaks 2nd Addition

Myles M. Gray
Myles M. Gray

Lot 29, Armbrust Oaks 2nd Addition

Marilyn I. Gray
Marilyn I. Gray

Lot 29, Armbrust Oaks 2nd Addition

Willis H. Armbrust
Willis H. Armbrust

Lot 8, Armbrust Oaks 3rd Addition

E. Dolores Armbrust
E. Dolores Armbrust

Lot 8, Armbrust Oaks 3rd Addition

Herbert J. Armbrust Trustee
Herbert J. Armbrust, Trustee

Owner of all lots in said Additions except those specified above as owned by other parties

