

LAURENS E. ORCHARD and LUCILLE E. ORCHARD, husband and wife

TO WHOM IT MAY CONCERN:

The undersigned, Laurens E. Orchard and Lucille E. Orchard, husband and wife, being the owners of Glen Oak Addition, a Subdivision as surveyed, platted, and recorded, Douglas County, Nebraska, which Subdivision is located in the West Half of the Northeast Quarter of Section 33, Township 15 North, Range 12, East of the 6th P. M., except 10 acres in the Northeast corner of said tract being 26 rods east and west and 1015.4 feet north and south measuring from the North line of said West Half of said Northeast Quarter, Douglas County, Nebraska; do hereby state, declare, and publish that all Lots contained in Glen Oak Addition are and shall be owned, conveyed, and used under and subject to the following covenants, conditions, restrictions, and easements, namely:

1st: All lots in said Glen Oak 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.

2nd: No building or appurtenance shall be erected on any lots in Glen Oak Addition, within 75 feet of the street line bordering said premises, nor within 25 feet of side lot lines, except as may be specified for the following lots, to wit: Lots 8 and 9, Block 2; Lot 1, Block 3; and Lot 1, Block 6.

3rd: 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.

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

5th: 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.

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

7th: There shall be no access on to Center Street.

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(Bancroft Street) from the following lots, to wit: Lot 1, Block 1; Lots 1 and 16, Block 2; and Lot 1, Block 3.

8th: Dwellings of flat roof design will not be allowed, and buildings of contemporary design will be allowed only on approval of the undersigned, their heirs or assigns.

9th: All exposed foundations shall be either brick or stone faced.

10th: 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.

11th: Animals shall be limited to household pets.

12th: No air conditioning water shall be wasted into the sanitary sewer system.

13th: No dwelling shall be erected on any lot in Glen Oak Addition for a period of ten years following the platting of such lots until the owner of said lots has obtained approval of the plan for constructing such dwellings from the signers of these covenants, their heirs or assigns.

14th: Vacant lots will be tended in such a way that their appearance is not objectionable to the surroundings.

15th: 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.

16th: These restrictions shall run with the land and be binding upon all persons for a period of twenty-five years from 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.

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17th: Each of the provisions hereof is several and separable, and invalidation of any such provision shall not affect any other of the provisions hereof.

18th: 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.

19th: 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 Glen Oak Addition.

20th: Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation, or requirement for its enforcement.

Dated this 19 day of July, 1956.

Laurens E. Orchard
Lucille E. Orchard

State of Nebraska)
County of Douglas) ss

On this 19th day of July, 1956, before me, a Notary Public in and for said County, personally came the above named Laurens E. Orchard and Lucille E. Orchard, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument, and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial seal the date last aforesaid.

Penelope H. Anderson
Notary Public

My commission expires 5-13-62

