

Plat 433-707 -  $\frac{433}{711}$   $\frac{433}{709}$

310  
BOOK 398 PAGE 643

AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, certain Restrictive Covenants were recorded in Miscellaneous Book 386 in Page 451 in the office of the Register of Deeds of Douglas County, Nebraska, and the land covered thereby has now been replatted into the lots described below and said covenants and easements should now be released.

NOW, THEREFORE, the undersigned owners of all said land and the easement rights therein granted, do hereby forever release and cancel all of said Restrictive Covenants and all easements granted therein.

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1995:

Lots 1 through 231, and Lots 234 through 312, both inclusive, in Mockingbird Heights Replat, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants, it shall be lawful for any other person owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, for park, recreational, church or school purposes; except that Lots 212, 213, 214, 271, 272, 295, 296 and Lots 307 through 312, inclusive, may also be used for multi-family structures.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate 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.

D. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables, conduits, poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided however that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within thirty-six (36) months of

date hereof or if any poles or wires are constructed but are thereafter removed, without replacement within sixty (60) days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

E. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed five (5) feet back of street curb line and shall be constructed by the then owner of the lot at the time of completion of the main structure and before occupancy or use thereof. No sidewalks need be built along the East side of Lot 191, the South side of Lots 1, 31, and 45, or the North side of Lot 312.

F. The following building restrictions shall apply to the following lots:

(1) Where lots are improved with single-family dwellings, the following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 900 square feet on the ground floor for a one-story house; 1000 square feet throughout the house for a bi-level, tri-level, split-level, split-entry, 1½ story or taller house but the foundation walls must enclose an inside ground area of not less than 800 square feet. In addition, each single-family dwelling shall provide covered space for at least one Car (detached, attached or basement garages or carports being permitted).

(2) Lots 149 through 211: Minimum area of building plot: 7500 square feet. Minimum front yard: 35 feet. Minimum side yard for main residential structure: 7 feet.

(3) Lots 1 through 148, Lots 214 through 228, Lots 230 through 248; Lots 251 through 270, Lots 273 through 294, Lots 297 through 306: Minimum area of building plot: 6000 square feet. Minimum front yard: 35 feet. Minimum side yard for main residential structure: 5 feet.

(4) Lots 212, 213, 249, 271, 272, 295, 296 and Lots 307 through 312: The building and use restrictions of the R-7 zoning ordinance of the City of Omaha, Nebraska, as now enacted, shall apply.

(5) Notwithstanding the provision of this Paragraph No. F, the restrictive provisions for lot area, side yards, and front yard shall automatically be amended as to any lot for which the Board of Appeals of the City of Omaha shall determine and permit a lesser area or distance.

G. In no event will any construction begin or any structure be erected or permitted to remain on any lot until the plans and specifications, plot plan and lot grading plan have first been submitted to and have received the written approval of the undersigned as to exterior design, use of exterior materials, lot grading and placement of structures on the lot. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot until the undersigned has given its written approval therefor. The restrictions of this paragraph shall terminate January 1, 1966.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have executed these Covenants, this 7th day of November, 1962.



John W. DeLhant  
Secretary

CORNHUSKER HOMES CO.  
BY: [Signature]  
President

Loyce A. Mackey  
Asst. Secretary

MORIN CONSTRUCTION CO., INC.  
BY: [Signature]  
President

Rita G. Martin  
Rita G. Martin

Ione F. Goebel  
Ione F. Goebel

Jo Ann Kobler  
Jo Ann Kobler

Helen A. Goebel  
Helen A. Goebel

M. J. Koblitz  
M. J. Koblitz

STATE OF NEBRASKA) On the day and year last above written before  
)ss. me, the undersigned, a Notary Public in and  
COUNTY OF DOUGLAS) for said County, personally came DON DECKER,  
President of Cornhusker Homes Co. and EDWARD C. MORIN, President of  
Morin Construction Co., Inc., to me personally known to be the Presi-  
dent and the identical persons whose names are affixed to the above  
Restrictive Covenants, and acknowledged the execution thereof to  
be their voluntary act and deed as such officers and the voluntary  
act and deed of said corporations and that the Corporate Seals of  
the said corporations were thereto affixed by its authority, and

also appeared before me IONE F. GOEBEL, HELEN A. GOEBEL, RITA G. MARTIN, JO ANN KOBLER and M. J. KOBLITZ, who executed the foregoing Restrictive Covenants and acknowledged their execution to be their voluntary act and deed.

WITNESS my hand and Notarial seal at Omaha in said County the day and year last above written.

Richard E. Croker  
Notary Public

EXECUTED May 21, 1963 by the following owners:

Attest:

Wm. Thornton  
Secretary

THORNTON CONSTRUCTION CO.

By: L. A. Thornton  
L. A. Thornton, President

Attest:

David M. Gordon  
Secretary

GORDON REALTY CO.

By: Joseph R. Gordon  
Joseph R. Gordon, President

Attest:

Margery Rosenthal  
Secretary

MISSION VIEW CORPORATION

By: John F. Rosenthal  
John F. Rosenthal, President

Attest:

Loyce A. Bracker  
Assistant Secretary

THE MORIN COMPANY

By: E. C. Morin  
E. C. Morin, President

David T. Laughlin  
David T. Laughlin

Floyd J. Dettmann  
Floyd J. Dettmann

Sharon L. Laughlin  
Sharon L. Laughlin

Betty J. Dettmann  
Betty J. Dettmann

Martin John Neukirch  
Martin John Neukirch

Henrietta A. Neukirch  
Henrietta A. Neukirch

STATE OF NEBRASKA) On the day and year last above written before  
 )ss. me, the undersigned, a Notary Public in and  
 COUNTY OF DOUGLAS) for said County, personally came L. A. THORNTON,  
 President of Thornton Construction Co., JOSEPH R. GORDON, President  
 of Gordon Realty Co., John F. Rosenthal, President of Mission View  
 Corporation and E. C. Morin, President of The Morin Company, to me  
 personally known to be the President and the identical persons whose  
 names are affixed to the above Restrictive Covenants, and acknowledged  
 the execution thereof to be their voluntary act and deed as such officers  
 and the voluntary act and deed of said corporations and that the Corpo-  
 rate seals of the said corporations were thereto affixed by their  
 authority, and also appeared before me DAVID T. LAUGHLIN and SHARON L.  
 LAUGHLIN, MARTIN JOHN NEUKIRCH and HENRIETTA A. NEUKIRCH, and FLOYD J.  
 DETTMANN and BETTY J. DETTMANN, who executed the foregoing Restrictive  
 Covenants and acknowledged their execution to be their voluntary act  
 and deed.

WITNESS my hand and Notarial Seal at Omaha in said County  
 the day and year last above written.

D. F. Koebel

Notary Public

EXECUTED this 14th day of June, 1963 by the  
 undersigned for the sole purpose of releasing all easement rights in  
 said original Covenants recorded in Book 386, Page 451.

OMAHA PUBLIC POWER DISTRICT

NORTHWESTERN BELL TELEPHONE COMPANY

By: A. G. Johnson  
 SECRETARY ASSISTANT GENERAL MANAGER

By: [Signature]  
 VICE PRESIDENT AND GENERAL MANAGER

Attest: [Signature]  
 ASSISTANT SECRETARY

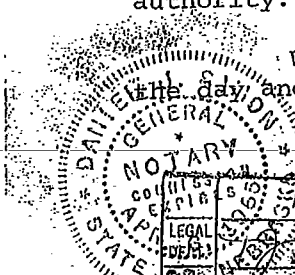
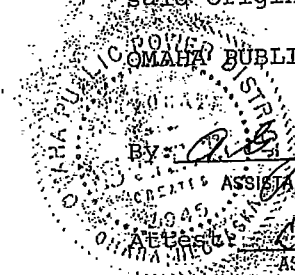
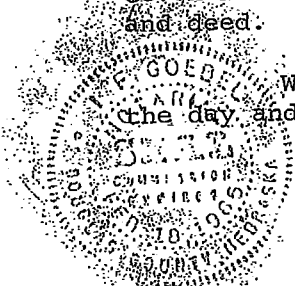
Attest: [Signature]  
 ASSISTANT SECRETARY

STATE OF NEBRASKA) On the date last above written before me the  
 )ss. undersigned, a Notary Public in and for said  
 COUNTY OF DOUGLAS) County, personally came A. G. JOHNSON  
ASSISTANT GEN. MGR. of the Omaha Public Power District,  
 to me personally known to be the ASST. GEN. MGR. and the identical person  
 whose name is affixed to the foregoing instrument and acknowledged  
 the execution thereof to be his voluntary act and deed as such officer  
 and the voluntary act and deed of the said corporation and that the  
 Corporate Seal of the said Corporation was thereto affixed by its  
 authority.

WITNESS my hand and Notarial Seal at Omaha in said County  
 the day and year last above written.

Daniel J. Simon  
 Notary Public

APPROVED	DATE
<u>[Signature]</u>	6/6/63
<u>Ralph W. Shaw</u>	6/5/63
<u>R. E. Search</u>	6/7/63

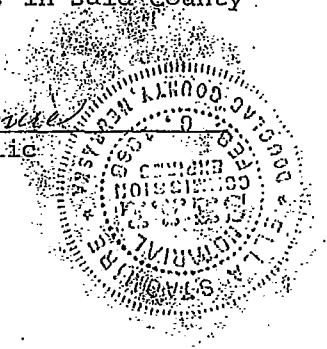


BOOK 398 PAGE 648

STATE OF NEBRASKA) On the date last above written before me the  
 ) ss. undersigned, a Notary Public in and for said  
 COUNTY OF DOUGLAS) County, personally came J. W. Ryan  
Vice President, and General Manager of the Northwestern Bell Telephone  
 Company, to me personally known to be the same and the  
 identical person whose name is affixed to the foregoing instrument  
 and acknowledged the execution thereof to be his voluntary act and  
 deed as such officer and the voluntary act and deed of the said  
 corporation and that the Corporate Seal of the said corporation  
 and that the Corporate Seal of the said Corporation was thereto  
 affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County  
 on the date last above written.

*Ella Seymour*  
 Notary Public



# 17  
 Mrs. *[Signature]*  
 1952 JUN 21 AM 10 52

Recorded in ...  
 398  
 643

*[Signature]*  
 Registrar of Deeds

Deputy  
*[Signature]*  
 7117 9th

7-7-17  
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