

60-2770 70⁵⁰

BOOK 66-2 Mrs. Rie

PETITION FOR CHANGE OF PROTECTIVE COVENANT PAGE 2770

State of Nebraska
County of Sarpy
City of Springfield

SEP -2 PM 1:17

REGISTER OF DEEDS

We, the undersigned property owners of Springfield Gardens, an addition to the City of Springfield, Sarpy County, Nebraska, do hereby request, in accordance with Part C, Paragraph 1, Protective Covenants, Conditions, Restrictions and Easements for Springfield Gardens, a Subdivision in Sarpy County, Nebraska, dated September 22, 1961, that Part B of cited Protective Covenants, be changed in part as follows:

Part B. Residential Area Covenants

1. No lot shall be used except for residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses. With the exception of storage and playhouse structures, no building shall be erected, altered, placed or permitted to remain on any lot other than dwellings or detached garages, and shall not exceed two stories in height and a private garage for not more than three cars. Single family dwellings may be constructed on all lots. Duplexes are permitted on the following lots only: Lots 1, 2, 15, 16, 27, 38, 39, and 51.

(ADDED) 14. No storage and playhouse structures shall be erected within 50 feet of the front property line of the lot, or nearer than 25 feet to any side street line. Cited structures shall not be located nearer than 5 feet to an interior lot line, nor shall they be located on any interior lot nearer than 5 feet to rear lot line. Structures shall contain no more than 144 square feet of floor area. Maximum height shall be 12 feet.

	(Date)	(Signature)	(Printed Name)	
Lot 1	7/2/87	Ellen M. Kinnally	ELLEN M. KINNALLY	1
Lot 2				2
Lot 3				3
Lot 4	4-8-1-87	Grace Hike	GRACE HIKE	4
Lot 4	4-8-1-87	Burdette Hike	BURDETTE HIKE	4
Lot 5				5
Lot 6				6
Lot 7				7

Recd 15079 ✓

PETITION FOR CHANGE OF PROTECTIVE COVENANT (Continued)

Lot 8	8 July 27 1987 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	Rose Marie Norzel (Printed Name)	8
	July 28 1987 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	Donald B J. Norzel (Printed Name)	
Lot 9	9 (Date)	 (Signature)	 (Printed Name)	9
	 (Date)	 (Signature)	 (Printed Name)	9
Lot 10	10 (Date)	 (Signature)	 (Printed Name)	10
	 (Date)	 (Signature)	 (Printed Name)	10
Lot 11	11 APRIL 27 1987 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	ROBERT L. WASHTAK (Printed Name)	11
	APRIL 27 1987 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	PAULINE E. WASHTAK (Printed Name)	11
Lot 12	12 June 9 1987 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	ARNOLD JANSEN (Printed Name)	12
	June 9 1987 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	ROMA JANSEN (Printed Name)	12
Lot 13	13 (Date)	 (Signature)	 (Printed Name)	13
	 (Date)	 (Signature)	 (Printed Name)	13
Lot 14	14 (Date)	 (Signature)	 (Printed Name)	14
	 (Date)	 (Signature)	 (Printed Name)	14
Lot 15	15 (Date)	 (Signature)	 (Printed Name)	15
	 (Date)	 (Signature)	 (Printed Name)	15
Lot 16	16 (Date)	 (Signature)	 (Printed Name)	16
	 (Date)	 (Signature)	 (Printed Name)	16
Lot 17	17 7-7-87 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	Howard J. Clark (Printed Name)	17
	17-7-87 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	Joyce Clark (Printed Name)	17
Lot 18	18 6-9-87 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	Edward H Finley (Printed Name)	18
	6-9-87 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	Mildred H. Finley (Printed Name)	18
Lot 19	19 (Date)	 (Signature)	 (Printed Name)	19
	 (Date)	 (Signature)	 (Printed Name)	19
Lot 20	20 6-9-87 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	Gary J. Miller (Printed Name)	20
	6-9-87 <i>[Signature]</i> (Date)	<i>[Signature]</i> (Signature)	Judith A. Miller (Printed Name)	20

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PETITION FOR CHANGE OF PROTECTIVE COVENANT (Continued)

	(Date)	(Signature)	(Printed Name)	
Lot 21	7/21/87	<i>Betty Jean Mansueti</i>	Betty Jean Mansueti	21
Lot 22				22
Lot 23				23
Lot 24				24
Lot 25	7/27/87	<i>Margaret A. Blum</i>	MARGARET A. BLUM	25
Lot 26				26
Lot 27	6-9-87	<i>John J. Perry Jr.</i>	JOHN J. PERRY JR.	27
	10-9-87	<i>Judy Lynn Pixley</i>	Judy Lynn Pixley	27
Lot 28	5-18-87	<i>James E. Henson</i>	James E. Henson	28
	5-18-87	<i>Effie A. Henson</i>	EFFIE A. HENSON	28
Lot 29	4-28-87	<i>Walter Gray</i>	WALTER GRAY	29
	4-28-87	<i>Hazel Gray</i>	HAZEL GRAY	29
Lot 30				30
Lot 31	5-18-87	<i>Ruby Vincent</i>	Ruby Vincent	31
Lot 32				32

PETITION FOR CHANGE OF PROTECTIVE COVENANT (Continued)

	33	17-87	Jene Petersen	JENE PETERSEN	33
		(Date)	(Signature)	(Printed Name)	
Lot 33		8-7-87	Russell L. Petersen	Russell L. Petersen	33
		(Date)	(Signature)	(Printed Name)	
	34	6-9-87	Steven E. Miner	STEVEN E. MINER	34
		(Date)	(Signature)	(Printed Name)	
Lot 34		6-9-87	Dawn L. Miner	DAWN L. MINER	34
		(Date)	(Signature)	(Printed Name)	
	35	5-24-87	James L. Applebee	JAMES L. APPLEBEE	35
		(Date)	(Signature)	(Printed Name)	
Lot 35		5-24-87	Darla L. Applebee	Darla L. Applebee	35
		(Date)	(Signature)	(Printed Name)	
	36	5-23-87	Paul Erhart	PAUL ERHART	36
		(Date)	(Signature)	(Printed Name)	
Lot 36		5-23-87	Carolyn Erhart	CAROLYN ERHART	36
		(Date)	(Signature)	(Printed Name)	
	37				37
		(Date)	(Signature)	(Printed Name)	
Lot 37					37
		(Date)	(Signature)	(Printed Name)	
	38	5-11-87	Kathi E. Krzycki	Kathi E. Krzycki	38
		(Date)	(Signature)	(Printed Name)	
Lot 38		5-11-87	Kathi A. Krzycki	Kathi A. Krzycki	38
		(Date)	(Signature)	(Printed Name)	
	39				39
		(Date)	(Signature)	(Printed Name)	
Lot 39					39
		(Date)	(Signature)	(Printed Name)	
	40	7/3/87	Stephen H. Wells	Stephen H. Wells	40
		(Date)	(Signature)	(Printed Name)	
Lot 40		7/3/87	Lana J. Wells	Lana J. Wells	40
		(Date)	(Signature)	(Printed Name)	
	41	5-19-87	Alice L. Gilbert	Alice L. Gilbert	41
		(Date)	(Signature)	(Printed Name)	
Lot 41		5-19-87	Alice L. Gilbert	Alice L. Gilbert	41
		(Date)	(Signature)	(Printed Name)	
	42	7/3/87	Dennis A. Kelly	Dennis A. Kelly	42
		(Date)	(Signature)	(Printed Name)	
Lot 42		7/3/87	Johann Kelly	Johann Kelly	42
		(Date)	(Signature)	(Printed Name)	
	43	5-11-87	Robert E. Bundy	ROBERT E. BUNDY	43
		(Date)	(Signature)	(Printed Name)	
Lot 43		5-11-87	E. Berniece Bundy	E. BERNIECE BUNDY	43
		(Date)	(Signature)	(Printed Name)	
	44	5/11/87	Dennis Bosch	DENNIS BOSCH	44
		(Date)	(Signature)	(Printed Name)	
Lot 44		5/11/87	Kathleen A. Bosch	KATHLEEN A. BOSCH	44
		(Date)	(Signature)	(Printed Name)	

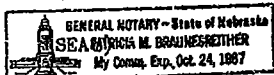
PETITION FOR CHANGE OF PROTECTIVE COVENANT (Continued)

	<u>45</u>	<u>5-4-87</u>	<u>Michael Dean Mann</u>	<u>Michael Dean Mann</u>	45
		(Date)	(Signature)	(Printed Name)	
Lot 45		<u>5-4-87</u>	<u>Jean Sue Mann</u>	<u>Jean Sue Mann</u>	45
		(Date)	(Signature)	(Printed Name)	
		<u>46</u>	_____	_____	46
		(Date)	(Signature)	(Printed Name)	
Lot 46		_____	_____	_____	46
		(Date)	(Signature)	(Printed Name)	
		<u>47</u>	_____	_____	47
		(Date)	(Signature)	(Printed Name)	
Lot 47		_____	_____	_____	47
		(Date)	(Signature)	(Printed Name)	
		<u>48</u>	<u>Thomas Vincent</u>	<u>THOMAS C. VINCENT</u>	48
		(Date)	(Signature)	(Printed Name)	
Lot 48		<u>5/4/87</u>	<u>Sandra Vincent</u>	<u>SAUNDRA L. VINCENT</u>	48
		(Date)	(Signature)	(Printed Name)	
		<u>49</u>	<u>Julia Jarrett</u>	<u>JULIA JARRETT</u>	49
		(Date)	(Signature)	(Printed Name)	
Lot 49		<u>6-9-87</u>	<u>Deborah L. Jarrett</u>	<u>Deborah L. Jarrett</u>	49
		(Date)	(Signature)	(Printed Name)	
		<u>50</u>	<u>Clark M. Still</u>	<u>Clark M. Still</u>	50
		(Date)	(Signature)	(Printed Name)	
Lot 50		<u>5-11-87</u>	<u>Address Still</u>	<u>ADDRESS STILL</u>	50
		(Date)	(Signature)	(Printed Name)	
		<u>51</u>	<u>Steven F. Murphy</u>	<u>STEVEN F. MURPHY</u>	51
		(Date)	(Signature)	(Printed Name)	
Lot 51		<u>4/27/87</u>	<u>Vicky Murphy</u>	<u>Vicky Murphy</u>	51
		(Date)	(Signature)	(Printed Name)	

Subscribed in my presence and sworn to before me this 1st day of Sept. 1987.

Steven Murphy
Circulator

Patricia M. Braun-Reither
Notary Public

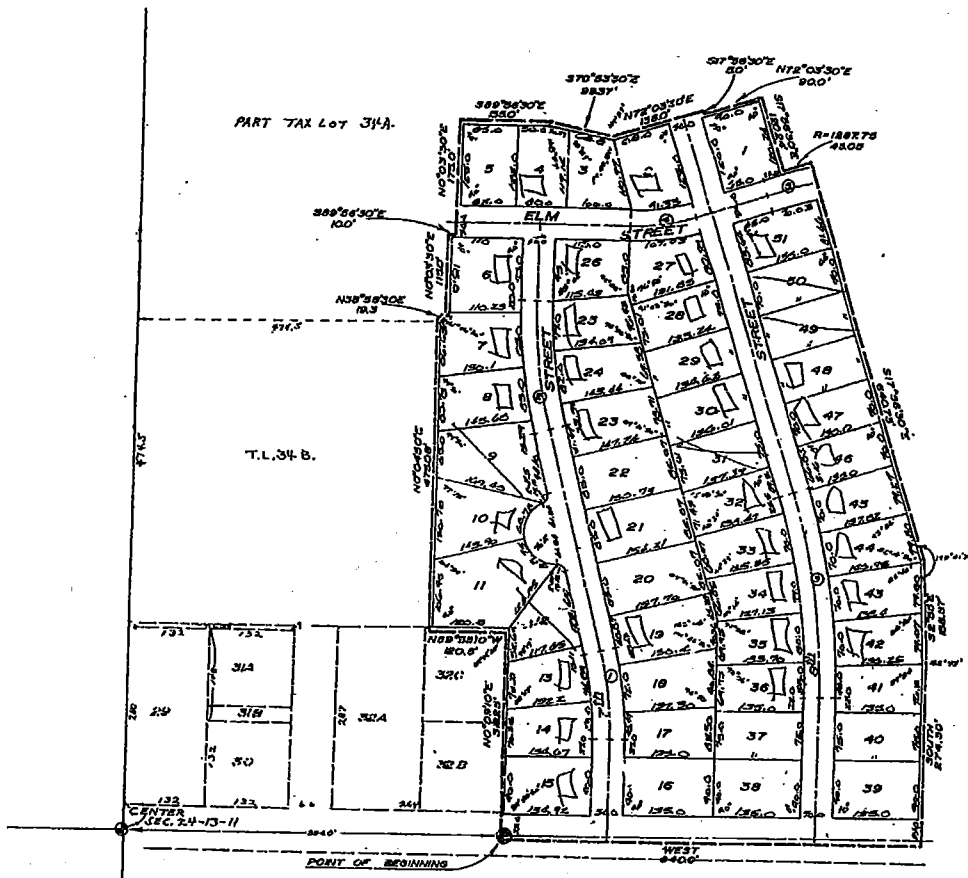


60-2770 E

SPRINGFIELD GARDENS

LOTS 1 THRU 51 INCLUSIVE.

A PLATTING OF PART OF THE NE 1/4 OF SECTION 24, T13N, R11E, OF THE 6TH PM, SARPY COUNTY, NEBRASKA.



No. 77 : Quinten R. Mahloch and Agnes J. : PROTECTIVE COVENANTS
 Book 28 : Mahloch, husband and wife : Dated Sept. 22, 1961
 Page 588 : To : Filed Sept. 25, 1961
 : Whom it may concern : 11:00 o'clock A.M.

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
 FOR SPRINGFIELD GARDENS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

Part A. Preamble

1. These COVENANTS shall apply to the lots 1 through 51, inclusive, in Springfield Gardens, an Addition to the Village of Springfield, Sarpy County, Nebraska.

2. Nothing herein contained shall in any way be construed as imposing upon the undersigned any liability, obligation or requirement for the enforcement of this instrument or any of its provisions, by the undersigned, except at the option of the undersigned.

Part B. Residential Area Covenants

1. No lot shall be used except for residential purposes, except such lots, or portions thereof, as may hereafter be conveyed or dedicated by the undersigned for public, church, educational or charitable uses. No building shall be erected, altered, placed or permitted to remain on any lot other than dwellings or detached garages, and shall not exceed two stories in height and a private garage for not more than three cars. Single family dwellings may be constructed on all lots. Duplexes are permitted on the following lots only: Lots 1, 2, 15, 16, 27, 38, 39, and 51.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 960 square feet in the case of a one-story structure, nor less than 864 square feet in the case of a one and one-half story or two-story structure, exclusive of porches and garages.

3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or nearer than 17.5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of these Covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

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

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected upon or used, on any lot at any time as a residence, either temporarily or permanently.

8. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

10. No lot as originally platted shall be used as a building plot if it has been reduced below its original platted width; provided that parts of two or more platted lots may be combined into one building plot if the plot is at least as wide and as large in area as the largest of said lots as originally platted.

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11. For each single-family dwelling there must also be erected an attached or basement private garage for not less than one car, nor more than three cars.

12. Public concrete sidewalks four feet wide by four inches thick shall be constructed by the then owner on all sides of all streets; said sidewalks shall be completed at time of completion of the main residential structure and shall be located four feet back of curbline.

13. No fences shall be erected greater than five feet in height and in no case shall be erected within 35 feet of the front property line of any lot.

Part C. General Provisions

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lot has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceeding at law, or in equity against any person or persons, violating or attempting to violate any covenants, either to restrain violation or to recover damages.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

No witness. Acknowledged September 22, 1961 by Quentin R. Mahloch and Agnes J. Mahloch, husband and wife, before Gene P. Spence, Notary Public with seal, Douglas County, Nebraska. Commission expires October 16, 1964.

60-2770 H

SPRINGFIELD GARDENS

LOTS 1 THRU 51 INCLUSIVE.

A PLATTING OF PART OF THE NE 1/4 OF SECTION 24, T13N, R11E, OF THE 6th PM, SARDY COUNTY, NEBRASKA.

